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Recorded: 05/30/2003 at 09:08:06 AM
Fee Amt: \$21.00 Page 1 of 4
Polk County Iowa
TIMOTHY J. BRIEN RECORDER
File# 2003-00137730
BK 9862 PG 314-317

RETURN TO:

Prepared by: Jeremy C. Sharpe, 2000 Financial Center, Des Moines, IA 50309, 515-243-7100

**FIRST AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TWIN GATES TOWNHOMES**

THIS FIRST AMENDMENT TO DECLARATION, is made on this 1st day of May, 2003 by SAVANNAH HOMES, INC., hereinafter referred to as "Declarant."

WHEREAS, the Declarant, as the then Owner of the real estate hereinafter described, has filed of record on July 9, 2002 a Declaration of Covenants, Conditions and Restrictions for Twin Gates Townhomes filed in Book 9219 at Page 866 of the Polk County, Iowa records ("Declaration") pertaining to the real estate in Polk County, Iowa described as follows:

Lots 15 through 20, Lots G15 through G20 and Outlots U and W in Twin Gates Plat 1, an Official Plat, now included in and forming a part of the City of Ankeny, Iowa

and;

WHEREAS, pursuant to Section 5, paragraph C of the Declaration, the Declarant has the power to add to the Properties to be subject to the Declaration any or all of the Additional Land as described in Exhibit A to the Declaration by executing and acknowledging one or more Amendments to the Declaration for such purpose; and

WHEREAS, Declarant desires hereby to submit the lots described below to the terms of the Declaration and to the control of the Association as Phase 2 of the townhome development established by the Declaration; and

WHEREAS, as the current Owner of at least two-thirds of the Lots subject to the Declaration, the Declarant has the additional right under the terms of the Declaration to amend the Declaration by an instrument in writing recorded in the Office of the Polk County, Iowa Recorder, and the Declarant desires by this First Amendment to so amend the Declaration as set forth below.

NOW THEREFORE, in consideration of the premises, the Declarant hereby amends the Declaration as follows:

1. The lots in Twin Gates Plat 1 described as follows:

Lots 1 through 14, Lots 21 through 32, Lots G-1 through G-14 and Lots G-21 through G-32 in Twin Gates Plat 1, an Official Plat, now included in and forming a part of the City of Ankeny, Iowa

shall constitute Phase 2 of the townhome development and are hereby submitted to the development and to the terms of the Declaration and the control of the Association.

2. Section 1K pertaining to the definition of "Townhome Lot" shall be amended by deleting that Section in its entirety and inserting in lieu thereof the following:

"Townhome Lot" shall mean and refer to Lots numbered 1 through 32 and G-1 through G-32 shown on the recorded plat of Twin Gates Plat 1, an Official Plat in Ankeny, Polk County, Iowa and Lots shown on the recorded plat of any of the Additional Land which may later be brought within the jurisdiction of the Association and the Declaration as Townhome Lots, but does not include the Common Areas. With respect to any single-family portion of any Building that may be constructed on a part of more than one of such Lots "Townhome Lot" shall mean and refer to the real estate conveyed in connection with such dwelling unit. The Lots designated with the letter "G" shall be used only for garage and/or parking purposes. The conveyance of each numbered Lot to an Owner who is also purchasing a G designated garage Lot or Lots shall also include and specifically describe in the conveyance the "G" designated garage Lot or Lots being conveyed to the Owner. The G designated garage Lots may be conveyed separately from the corresponding numbered Lots, but only to an Owner of a numbered Lot."

3. Section 4C of the Declaration pertaining to "Maximum Annual Assessment" shall be amended to delete the first sentence of such Section in its entirety and to insert in lieu thereof the following:

"Until January 1, 2004, the maximum annual assessment for each Owner without a G-designated garage Lot shall be Nine Hundred Dollars (\$900.00) per Townhome Lot, payable at the monthly rate of Seventy-five Dollars (\$75.00), and for each Owner with one G-designated garage serving a numbered Townhome Lot shall be Nine Hundred Sixty Dollars (\$960.00) per numbered Townhome Lot, payable at the monthly rate of Eighty Dollars (\$80.00).

4. Section 6A of the Declaration shall be amended by adding the following sentence at the end thereof:

"The Owner of each G-designated garage Lot shall also maintain the garage lights in good working order, replacing light bulbs as and when necessary, and shall strive to keep the garage lights on after dark until 10:00 P.M. each night, for the convenience and safety of Owners and guests coming or going from the Townhomes and the garages after dark."

5. Section 9 of the Declaration pertaining to the "Parking Rights" shall be deleted in its entirety and the following substituted in lieu thereof:

9. Parking Rights.

No one shall use the parking spaces in the Common Area for parking or storing of boats, snowmobiles, trailers, camping vehicles or other recreational vehicles, or for parking of trucks or other commercial vehicles except temporarily or incidentally for the making of pick-up and deliveries to neighboring Townhome Lots. No bicycles, toys or other private property shall be allowed to obstruct any driveway, nor shall the same be stored in the open alongside building walls or other location of public view. No more than two vehicles per numbered Townhome Lot may regularly be kept upon the Properties. If an Owner has two such vehicles and owns a G-designated garage Lot, the garage shall at all times be maintained by the Owner in a condition which will allow parking of one vehicle in the garage. Owners may park one vehicle (other than as prohibited above) within the parking spaces in the Common Area, subject to other limitations set forth herein. The Declarant or its employees, agents or contractors may park vehicles in the drives within the Common Area during construction by the Declarant. No vehicles shall be parked so as to impede access from or to any Townhome Lot or any public street. Vehicles of guests must be parked only on SW Twin Gates Drive. No fence, barrier or other obstruction of any kind shall ever be placed or constructed so as to impede access from or to any Townhome Lot or public street.

6. Section 12M of the Declaration is amended to substitute "45 pounds" for "25 pounds" in the second line.

7. Section 12W of the Declaration shall be deleted in its entirety and the following substituted in lieu thereof:

W. Garbage containers will be provided by the refuse hauler, as selected by the Association, to Townhome Lot Owners, but shall be kept by Owners

together with any additional garbage bags, within the garage, or within the Townhome, as applicable, and shall be set outside on the curb of the Townhome Lot on designated garbage pick-up days or on the evening before.

Except as amended hereby, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to Declaration to be executed as of the date first above written.

SAVANNAH HOMES, INC.
DECLARANT

By: *Ted A. Grob*

Ted A. Grob, President

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 15th day of May, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ted A. Grob, to me personally known, who being by me duly sworn did say that he is the President of the corporation executing the within and foregoing instrument, that said instrument was signed on behalf of the company by authority of its board of directors; and that Ted A. Grob as such officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Linda Aldrich

Notary Public in and for the State of Iowa

Linda Aldrich
Notarial Seal - IOWA
Commission No. 188049
Commission Expires 12-23-05

*He
Carp
Inc.*

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 Recorded: 08/23/2003 at 10:46:02 AM
 Fee Amt: \$26.00 Page 1 of 5
 Polk County Iowa
 TIMOTHY J. BRIEN RECORDER
 Filed 2003-00152085
BK 9921 PG 857-861

RETURN TO:

Prepared by: Jeremy C. Sharpe, 2000 Financial Center, Des Moines, IA 50309, 515-243-7100

**CORRECTED
 FIRST AMENDMENT TO DECLARATION
 OF
 COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR
 TWIN GATES TOWNHOMES**

THIS CORRECTED FIRST AMENDMENT TO DECLARATION, is made on this 5th day of June, 2003 by GRAYHAWK INVESTMENTS, L.C., an Iowa limited liability company ("Grayhawk") and TWIN GATES, L.C., an Iowa limited liability company ("Twin Gates"), hereinafter collectively referred to as "Declarant," for purposes of correcting the First Amendment to Declaration executed by Savannah Homes, Inc. recorded in Book 9862 at Page 314 of the Polk County, Iowa records by substituting Grayhawk and Twin Gates as the correct current Declarant under the Declaration, and this Corrected First Amendment shall replace and be substituted in its entirety for the previously filed First Amendment.

WHEREAS, Savannah Homes, Inc., as the then Owner of the real estate hereinafter described, has filed of record on July 9, 2002 a Declaration of Covenants, Conditions and Restrictions for Twin Gates Townhomes filed in Book 9219 at Page 866 of the Polk County, Iowa records ("Declaration") pertaining to the real estate in Polk County, Iowa described as follows:

Lots 15 through 20, Lots G15 through G20 and Outlots U and W in Twin Gates Plat 1, an Official Plat, now included in and forming a part of the City of Ankeny, Iowa

and;

WHEREAS, Grayhawk and Twin Gates have succeeded to the interest of Savannah Homes, Inc. as the Declarant under the Declaration; and

WHEREAS, pursuant to Section 5, paragraph C of the Declaration, the Declarant has the power to add to the Properties to be subject to the Declaration any or all of the Additional Land as described in Exhibit A to the Declaration by executing and acknowledging one or more Amendments to the Declaration for such purpose; and

WHEREAS, Declarant desires hereby to submit the lots described below to the terms of the Declaration and to the control of the Association as Phase 2 of the townhome development established by the Declaration; and

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IN

RETURN TO:

When recorded return to:
Jeremy C. Sharpe
2000 Financial Center
Des Moines, Iowa 50309

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Fee Amt: \$28.00 Page 1 of 5
Polk County Iowa
TIMOTHY J. BRIEN RECORDER
File# 2003-00162086
BK 9921 PG 862-866

Prepared by: Jeremy C. Sharpe, 2000 Financial Center, Des Moines, Iowa, 50309, 515-243-7100

**SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TWIN GATES TOWNHOMES**

This Second Amendment To Declaration of Covenants, Conditions and Restrictions is executed on this 5th day of June, 2003 by Grayhawk Investments, L.C. and Twin Gates, L.C. (collectively the "Declarant").

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Twin Gates Townhomes was recorded on the 9th day of July, 2002, in Book 9219 at Page 866 of the Polk County, Iowa records, and has been amended by a Corrected First Amendment to Declaration of Covenants, Conditions and Restrictions recorded the 23 day of June, 2003 in Book 9921 at Page 857 of said records (the "Declaration") establishing a townhome development on real estate located in Ankeny, Polk County, Iowa, legally described as Lots 1 through 32, Lots G1 through G32 and Outlots U, Y and W in Twin Gates Plat 1, an Official Plat, now included in and forming a part of the City of Ankeny, Iowa; and

WHEREAS, pursuant to Section 5, paragraph B of the Declaration, the Declarant has the power to add to the Properties to be subject to the Declaration additional real estate adjacent to the then existing Properties by means of one or more Supplemental Declarations filed of record in the Polk County, Iowa records for such purpose; and

WHEREAS, Grayhawk Investments, L.C. has replatted a portion of the Additional Land, as defined in the Declaration, as Twin Gates Plat 2 and desires hereby to submit the lots and outlots from Twin Gates Plat 2 described below to the terms of the Declaration and to the control of the Association as Phase 3 of the development established by the Declaration.

NOW, THEREFORE, in consideration of the premises, Declarant hereby amends the Declaration by this Second Amendment To Declaration as follows:

1. **DEDICATION OF LOTS AND OUTLOTS.** The lots in Twin Gates Plat 2 described as follows:

Lots 1 through 42, Lots G1 through G42, and Outlots X and Y of Twin Gates Plat 2, an Official Plat, now included in and forming a part of the City of Ankeny, Iowa

shall constitute Phase 3 of the development and are hereby submitted to the development and to the terms of the Declaration and the control of the Association. Lots 1 through 42, shall be

RETURN TO:

When recorded return to:
Jeremy C. Sharpe
2000 Financial Center
Des Moines, Iowa 50309



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Fee Amt: \$37.00 Page 1 of 7
Polk County Iowa
TIMOTHY J. BRIEN RECORDER
File# 2005-00083365

BK 10983 PG 166-172

Prepared by: Jeremy C. Sharpe, 2000 Financial Center, Des Moines, Iowa 50309, 515-281-7169

**THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TWIN GATES TOWNHOMES**

This Third Amendment To Declaration of Covenants, Conditions and Restrictions is executed on this 6 day of January, 2005 by Grayhawk Investments, L.C., Twin Gates, L.C., and Twin Gates Townhome Owners Association, Inc. (collectively the "Declarant").

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Twin Gates Townhomes originally was recorded on the 9th day of July, 2002, in Book 9219 at Page 866 of the Polk County, Iowa records, and as subsequently amended (the "Declaration") establishes a townhome development on real estate located in Ankeny, Polk County, Iowa, legally described as Lots 1 through 32, Lots G1 through G32 and Outlots U, Y and W in Twin Gates Plat 1, an Official Plat, and on Lots 1 through 42, Lots G1 through G42, and Outlot Y of Twin Gates Plat 2, an Official Plat, all now included in and forming a part of the City of Ankeny, Iowa; and

WHEREAS, pursuant to Section 5, paragraph B of the Declaration, the Declarant has the power to add to the Properties to be subject to the Declaration additional real estate adjacent to the then existing Properties by means of one or more Amendments to the Declaration filed of record in the Polk County, Iowa records for such purpose; and

WHEREAS, Grayhawk Investments, L.C. and Twin Gates Townhome Owners Association, Inc. have replatted a portion of Twin Gates Plat 2 as Twin Gates Plat 3, and desire hereby to amend the legal description of Phase 3 of the townhome development, established under the Corrected Second Amendment to Declaration, to remove therefrom any property included in Twin Gates Plat 3, and to submit all Lots and the Outlot in Twin Gates Plat 3 as Phase 4 of the townhome development as property subject to the terms of the Declaration.

NOW, THEREFORE, in consideration of the premises, Declarant hereby amends the Declaration by this Third Amendment To Declaration as follows:

1. **AMENDMENT OF PHASE 3 LEGAL DESCRIPTION.** The legal description of Phase 3 of the townhome development, which was originally established by the Corrected Second Amendment to Declaration recorded in Book 9964 at Page 105 of the Polk County, Iowa records, to be as follows:

Lots 1 through 42, Lots G1 through G42 and Outlot Y of Twin
Gates Plat 2, an Official Plat, Ankeny, Iowa

is hereby amended to remove therefrom the portions thereof included in Twin Gates Plat 3, such that the legal description of Phase 3 shall hereafter be as follows:

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 Polk County Iowa
 TIMOTHY J. BRIEN RECORDER
 File# 2006-00098252
 BK 11607 PG 310-316

**FOURTH AMENDMENT TO DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS FOR
 TWIN GATES TOWNHOMES**

Recorder's Cover Sheet

RETURN TO:

Preparer Information: (name, address and phone number)

Jeremy C. Sharpe, Esq., 666 Walnut Street, Suite 2000, Des Moines, IA 50309-3989,
 Phone 515-243-7100

Taxpayer Information: (name and complete address)

Twin Gates, L.C.
 1309 50th Street
 West Des Moines, IA 50266,

Return Document To: (name and complete address)

Preparer

Grantors:

Grayhawk Investments, L.C.
 Twin Gates, L.C.
 Twin Gates Townhome Owners Association,
 Inc.

Grantees:

To Whom It May Concern

Legal Description: See Page 2.

Document or instrument number of previously recorded documents: Declaration of Covenants, Condition and Restrictions to Twin Gates Townhomes recorded in Book 9219 at Page 866 of the Polk County, Iowa records.

NOTE: this cover page is prepared in compliance with Iowa Code Section 331.606b, (2005). This cover page is provided for information purposes only.

Jeremy C. Sharpe ISBA# 000005034

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TWIN GATES TOWNHOMES

This Fourth Amendment to Declaration of Covenants, Conditions and Restrictions is executed on this ____ day of March, 2006 by Grayhawk Investments, L.C., Twin Gates, L.C., and Twin Gates Townhome Owners Association, Inc. (collectively the "Declarant").

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Twin Gates Townhomes originally was recorded on the 9th day of July, 2002, in Book 9219 at Page 866 of the Polk County, Iowa records, and as subsequently amended (the "Declaration") establishes a townhome development on real estate located in Ankeny, Polk County, Iowa, legally described as Lots 1 through 32, Lots G1 through G32 and Outlots U and W in Twin Gates Plat 1, an Official Plat, and on Lots 31 through 42, Lots G27 through G42, and Outlot Y of Twin Gates Plat 2, an Official Plat, except the portion of said Outlot Y located in Twin Gates Plat 3, an Official Plat, and Lots 1 through 41, Lots G5 through G41 and Outlot X of said Twin Gates Plat 3, all now included in and forming a part of the City of Ankeny, Iowa; and

WHEREAS, Grayhawk Investments, L.C. and Twin Gates Townhome Owners Association, Inc. have replatted a portion of Twin Gates Plat 3 as Twin Gates Plat 4, and desire hereby to amend the legal description of the townhome development, to redescribe a portion of Plat 3 in terms of Plat 4.

NOW, THEREFORE, in consideration of the premises, Declarant hereby amends the Declaration by this Fourth Amendment To Declaration as follows:

1. AMENDMENT OF DEVELOPMENT LEGAL DESCRIPTION. The legal description of the townhome development is hereby amended to read as follows:

Lots 1 through 32, Lots G1 through G32 and Outlots U and W of Twin Gates Plat 1, Lots 31 through 42, Lots G-27 through G42 and Outlot Y of Twin Gates Plat 2(except the portion of Outlot Y located in Twin Gates Plat 3), Lots 1 through 13 and Lots G5 through G23 and Outlot X in Twin Gates Plat 3(except the portion of Outlot X included in Twin Gates Plat 4), and Lots 1 through 29 and Outlot Z in Twin Gates Plat 4, all Official Plats now included in and forming a part of the City of Ankeny, Polk County, Iowa

2. CONTINUED EFFECTIVENESS OF THE DECLARATION. Except as amended by this Fourth Amendment, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Fourth Amendment as of the date and year first above written.

GRAYHAWK INVESTMENTS, L.C.,
DECLARANT

By: Kent E. Klopfenstein
Kent E. Klopfenstein, Manager

TWIN GATES, L.C., DECLARANT

By: Ted A. Grob
Ted A. Grob, Manager

TWIN GATES TOWNHOME OWNERS
ASSOCIATION, INC., DECLARANT

By: Ted A. Grob
Ted A. Grob, President

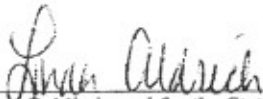
STATE OF IOWA)
)SS.
COUNTY OF POLK)

On this 7th day of March, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kent E. Klopfenstein, to me personally known, who being by me duly sworn did say that he is the Manager of the limited liability company executing the within and foregoing instrument, that said instrument was signed on behalf of the company by authority of its managers; and that Kent E. Klopfenstein as such Manager acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by him voluntarily executed.

Linda Aldrich
Notary Public in and for the State of Iowa
Linda Aldrich
Notarial Seal - IOWA
Commission No. 188049
My Commission Expires
12-23 08

STATE OF IOWA)
) SS.
COUNTY OF POLK)

On this 14th day of March, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ted A. Grob, to me personally known, who being by me duly sworn did say that he is the Manager of the limited liability company executing the within and foregoing instrument, that said instrument was signed on behalf of the company by authority of its managers; and that Ted A. Grob as such Manager acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by him voluntarily executed.



Notary Public in and for the State of Iowa

Linda Aldrich
Notarial Seal - IOWA
Commission No. 188049
My Commission Expires
12-23-08

STATE OF IOWA)
) SS.
COUNTY OF POLK)

On this 7th day of March, 2006, before me, a Notary Public in and for the State of Iowa, personally appeared Ted A. Grob, to me personally known, who being by me duly sworn did say that he is the President of the corporation executing the within and foregoing instrument; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Ted A. Grob, as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Linda Aldrich

Notary Public in and for the State of Iowa

Linda Aldrich
Notarial Seal - IOWA
Commission No. 188049
My Commission Expires

12-23-08

CONSENT OF MORTGAGEE

The undersigned, Bank of the West, fka Commercial Federal Bank, is the holder of mortgages against the real estate in Twin Gates Plat 4 of the Twin Gates Townhomes. Such mortgages were recorded in Book 9326 at Page 537 of the Polk County, Iowa records (rerecorded in Book 9380 at Page 311 of such records), and in Book 10091 at Page 682 and in Book 10942 at Page 730 of such records. By its execution of this Consent, the undersigned hereby consents to the Fourth Amendment To Declaration of the Twin Gates Townhomes. The undersigned agrees that such mortgages shall be partially released as to each lot upon payment to the undersigned of an amount to be agreed to as to each such lot between the Declarant and the undersigned prior to the sale of each lot to a third party.

Dated this 28th day of March, 2006.

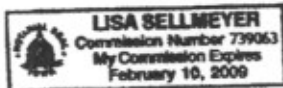
BANK OF THE WEST, FKA
COMMERCIAL FEDERAL BANK

By: Susan A. Pflig
Vice President Title

STATE OF IOWA)
)SS.
COUNTY OF POLK)

On this 28th day of March, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Susan Pfeil, to me personally known, who being by me duly sworn, did say that his is the Vice President of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Vice President as such officer acknowledged the execution of said instrument to be the voluntary act and deed of the corporation by it and by him voluntarily executed.

Lisa Sellmeyer
Notary Public in and for the State of Iowa



Lots 31 through 42 and Lots G27 through G30 in Twin Gates Plat 2, an Official Plat, now included in and forming a part of the City of Ankeny, Iowa, and that portion of Outlot Y of said Twin Gates Plat 2 not included in Twin Gates Plat 3, an Official Plat now included in and forming a part of the City of Ankeny, Iowa

2. **DEDICATION OF PHASE 4.** The Lots and Outlot in Twin Gates Plat 3 described as follows:

Lots 1 through 41, Lots G1 through G41, and Outlot X of Twin Gates Plat 3, an Official Plat, now included in and forming a part of the City of Ankeny, Iowa

previously described as part of Twin Gates Plat 2 as set forth in Exhibit A attached hereto shall constitute Phase 4 of the townhome development and are hereby submitted to the development and to the terms of the Declaration and the control of the Association. Lots 1 through 41 shall be Townhome Lots and Lots G1 through G41 shall be Lots used only for garage and/or parking purposes and Outlot X shall become part of the Common Area.

2. **CONTINUED EFFECTIVENESS OF THE DECLARATION.** Except as amended by this Third Amendment, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Third Amendment as of the date and year first above written.


GRAYHAWK INVESTMENTS, L.C.,
DECLARANT

By: 
Kent E. Klopfeastin, Manager

TWIN GATES, L.C., DECLARANT


By: 
Ted A. Grob, Manager

TWIN GATES TOWNHOME OWNERS
ASSOCIATION, INC., DECLARANT

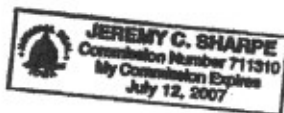
By: 
Ted A. Grob, President

STATE OF IOWA)
) SS.
COUNTY OF POLK)

On this 6 day of January, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kent E. Klopfenstein, to me personally known, who being by me duly sworn did say that he is the Manager of the limited liability company executing the within and foregoing instrument, that said instrument was signed on behalf of the company by authority of its managers; and that Kent E. Klopfenstein as such Manager acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by him voluntarily executed.



Notary Public in and for the State of Iowa

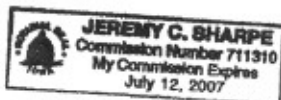


STATE OF IOWA)
) SS.
COUNTY OF POLK)

On this 6 day of January, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ted A. Grob, to me personally known, who being by me duly sworn did say that he is the Manager of the limited liability company executing the within and foregoing instrument, that said instrument was signed on behalf of the company by authority of its managers; and that Ted A. Grob as such Manager acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by him voluntarily executed.

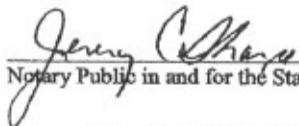


Notary Public in and for the State of Iowa



STATE OF IOWA)
) SS.
COUNTY OF POLK)

On this 6 day of January, 2005, before me, a Notary Public in and for the State of Iowa, personally appeared Ted A. Grob, to me personally known, who being by me duly sworn did say that he is the President of the corporation executing the within and foregoing instrument; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Ted A. Grob, as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.



Notary Public in and for the State of Iowa

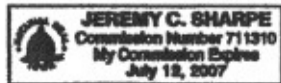


EXHIBIT A

PORTION OF TWIN GATES PLAT 2 NOW FORMING
TWIN GATES PLAT 3

All of Lots 1 through 30, Lots G-1 through G-26 and Outlot "X", and part of Outlot "Y" of Twin Gates Plat 2, being an Official Plat in the City of Ankeny, Polk County, Iowa and described as follows:

Beginning at the Southwest corner of said Outlot "X"; thence North $33^{\circ}44'25''$ West along the West line of said Outlot "X", 273.44 feet to the Northwest corner of said Outlot "X"; thence South $56^{\circ}15'35''$ West along the South line of said Outlot "Y", 239.74 feet to the Southwest Corner of said Outlot "Y"; thence North $11^{\circ}08'43''$ West along the West line of said Outlot "Y", 330.54 feet; thence North $11^{\circ}13'53''$ West continuing along said West line, 142.08 feet; thence Northerly continuing along said West line and along a curve concave Easterly whose radius is 7489.44 feet, whose arc length is 20.39 feet and whose chord bears North $11^{\circ}04'52''$ West, 20.39 feet to the Northwest corner of said Outlot "Y"; thence North $62^{\circ}15'32''$ East along the North line of said Outlot "Y", 197.69 feet; thence North $33^{\circ}55'15''$ East continuing along said North line, 244.26 feet; thence South $41^{\circ}48'48''$ East, 129.83 feet to a point on the Northwest line of Street Lot "A" of said Twin Gates Plat 2; thence Southwesterly along said Northwest line and along a curve concave Southeasterly whose radius is 345.00 feet, whose arc length is 456.32 feet and whose chord bears South $04^{\circ}09'06''$ West, 423.78 feet; thence South $33^{\circ}44'25''$ East along the West line of said Street Lot "A", 294.94 feet; thence Southwesterly continuing along said West line and along a curve concave Westerly whose radius is 25.00 feet, whose arc length is 36.81 feet and whose chord bears South $08^{\circ}26'43''$ West, 33.58 feet; thence Southwesterly along the South line of said Outlot "X" and along a curve concave Southeasterly whose radius is 799.19 feet, whose arc length is 109.04 feet and whose chord bears South $46^{\circ}43'21''$ West, 108.96 feet to the Point of Beginning and containing 4.60 acres (200.222 S.F.).

Property subject to any and all easements of record.

CONSENT OF MORTGAGEE

The undersigned, Commercial Federal Bank, is the holder of mortgages against the real estate in Twin Gates Plat 3 submitted as Phase 4 of the Twin Gates Townhomes by the Third Amendment To Declaration to which this Consent is attached. Such mortgages were recorded in Book 9326 at Page 537 of the Polk County, Iowa records(rerecorded in Book 9380 at Page 311 of such records), and in Book 10091 at Page 682 of such records. By its execution of this Consent, the undersigned hereby consents to the submission of the property covered by the Third Amendment To Declaration and by such mortgage as Phase 4 of the Twin Gates Townhomes. The undersigned agrees that such mortgages shall be partially released as to each lot upon payment to the undersigned of an amount to be agreed to as to each such lot between the Declarant and the undersigned prior to the sale of each lot to a third party.

Dated this 6th day of January, 2005.

COMMERCIAL FEDERAL BANK

By:  Title

STATE OF IOWA)
)SS.
COUNTY OF POLK)

On this 6th day of January, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Thomas D. Rude, to me personally known, who being by me duly sworn, did say that his is the Vice President of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Vice President as such officer acknowledged the execution of said instrument to be the voluntary act and deed of the corporation by it and by him voluntarily executed.

Andrea L. Clemmensen
Notary Public in and for the State of Iowa



Townhome Lots and Lots G1 through G42 shall be Lots used only for garage and/or parking purposes and Outlot X and Y shall become part of the Common Area.

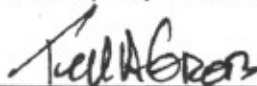
2. **CONTINUED EFFECTIVENESS OF THE DECLARATION.** Except as amended by this First Supplemental Declaration, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment as of the date and year first above written.

GRAYHAWK INVESTMENTS, L.C.,
DECLARANT

By: 
Kent E. Klopfenstein, Manager

TWIN GATES, L.C., DECLARANT

By: 
Ted A. Grob, Manager

STATE OF IOWA)
) SS.
COUNTY OF POLK)

On this 5th day of June, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kent E. Klopfenstein, to me personally known, who being by me duly sworn did say that he is the Manager of the limited liability company executing the within and foregoing instrument, that said instrument was signed on behalf of the company by authority of its managers; and that Kent E. Klopfenstein as such Manager acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by him voluntarily executed.

Linda Aldrich

Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS.
COUNTY OF POLK)

Linda Aldrich
Notarial Seal - IOWA
Commission No. 188049
My Commission Expires

12-23-06

On this 5th day of June, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ted A. Grob, to me personally known, who being by me duly sworn did say that he is the Manager of the limited liability company executing the within and foregoing instrument, that said instrument was signed on behalf of the company by authority of its managers; and that Ted A. Grob as such Manager acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by him voluntarily executed.

Linda Aldrich

Notary Public in and for the State of Iowa

Linda Aldrich
Notarial Seal - IOWA
Commission No. 188049
My Commission Expires

12-23-05

CONSENT OF MORTGAGEE

The undersigned, Commercial Federal Bank, is the holder of a mortgage against the real estate in Twin Gates Plat 2 submitted as Phase 3 of the Twin Gates Townhomes by the Second Amendment To Declaration to which this Consent is attached. Such mortgage was recorded in Book 9326 at Page 537 of the Polk County, Iowa records, and was rerecorded in Book 9380 at Page 311 of such records. By its execution of this Consent, the undersigned hereby consents to the submission of the property covered by the Second Amendment To Declaration and by such mortgage as Phase 3 of the Twin Gates Townhomes. The undersigned also hereby acknowledges and consents to the First Amendment To Declaration of Covenants, Conditions and Restrictions for Twin Gates Townhomes recorded in Book ____ at Page ____ of said records, as corrected by the Corrected First Amendment to Declaration recorded in Book ____ at Page ____ of said records, submitting the remaining Townhome Lots and G-designated Lots in Twin Gates Plat 1 to the terms of the Declaration as Phase 2 of the Twin Gates Townhomes. The undersigned agrees that such mortgage shall be partially released as to each lot upon payment to the undersigned of an amount to be agreed to as to each such lot between the Declarant and the undersigned prior to the sale of each lot to a third party.

Dated this 5th day of June, 2003.

COMMERCIAL FEDERAL BANK

By: [Signature]
Vice President Title

STATE OF IOWA)
)SS.
COUNTY OF POLK)

On this 5th day of June, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom Rude, to me personally known, who being by me duly sworn, did say that his is the Vice President of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Vice President as such officer acknowledged the execution of said instrument to be the voluntary act and deed of the corporation by it and by him voluntarily executed.

Linda Aldrich

Notary Public in and for the State of Iowa

Linda Aldrich
Notarial Seal - IOWA
Commission No. 188049
My Commission Expires

12-23-05

WHEREAS, as the current Owner of at least two-thirds of the Lots subject to the Declaration, the Declarant has the additional right under the terms of the Declaration to amend the Declaration by an instrument in writing recorded in the Office of the Polk County, Iowa Recorder, and the Declarant desires by this First Amendment to so amend the Declaration as set forth below.

NOW THEREFORE, in consideration of the premises, the Declarant hereby amends the Declaration as follows:

1. The lots in Twin Gates Plat 1 described as follows:

Lots 1 through 14, Lots 21 through 32, Lots G-1 through G-14 and Lots G-21 through G-32 in Twin Gates Plat 1, an Official Plat, now included in and forming a part of the City of Ankeny, Iowa

shall constitute Phase 2 of the townhome development and are hereby submitted to the development and to the terms of the Declaration and the control of the Association.

2. Section 1K pertaining to the definition of "Townhome Lot" shall be amended by deleting that Section in its entirety and inserting in lieu thereof the following:

"Townhome Lot" shall mean and refer to Lots numbered 1 through 32 and G-1 through G-32 shown on the recorded plat of Twin Gates Plat 1, an Official Plat in Ankeny, Polk County, Iowa and Lots shown on the recorded plat of any of the Additional Land which may later be brought within the jurisdiction of the Association and the Declaration as Townhome Lots, but does not include the Common Areas. With respect to any single-family portion of any Building that may be constructed on a part of more than one of such Lots "Townhome Lot" shall mean and refer to the real estate conveyed in connection with such dwelling unit. The Lots designated with the letter "G" shall be used only for garage and/or parking purposes. The conveyance of each numbered Lot to an Owner who is also purchasing a G designated garage Lot or Lots shall also include and specifically describe in the conveyance the "G" designated garage Lot or Lots being conveyed to the Owner. The G designated garage Lots may be conveyed separately from the corresponding numbered Lots, but only to an Owner of a numbered Lot."

3. Section 4C of the Declaration pertaining to "Maximum Annual Assessment" shall be amended to delete the first sentence of such Section in its entirety and to insert in lieu thereof the following:

"Until January 1, 2004, the maximum annual assessment for each Owner without a G-designated garage Lot shall be Nine Hundred Dollars (\$900.00) per Townhome Lot, payable at the monthly rate of Seventy-five Dollars (\$75.00), and for each Owner with one G-designated garage serving a numbered Townhome Lot shall be Nine Hundred Sixty Dollars (\$960.00) per numbered Townhome Lot, payable at the monthly rate of Eighty Dollars (\$80.00).

4. Section 6A of the Declaration shall be amended by adding the following sentence at the end thereof:

"The Owner of each G-designated garage Lot shall also maintain the garage lights in good working order, replacing light bulbs as and when necessary, and shall strive to keep the garage lights on after dark until 10:00 P.M. each night, for the convenience and safety of Owners and guests coming or going from the Townhomes and the garages after dark."

5. Section 9 of the Declaration pertaining to the "Parking Rights" shall be deleted in its entirety and the following substituted in lieu thereof:

9. **Parking Rights.**

No one shall use the parking spaces in the Common Area for parking or storing of boats, snowmobiles, trailers, camping vehicles or other recreational vehicles, or for parking of trucks or other commercial vehicles except temporarily or incidentally for the making of pick-up and deliveries to neighboring Townhome Lots. No bicycles, toys or other private property shall be allowed to obstruct any driveway, nor shall the same be stored in the open alongside building walls or other location of public view. No more than two vehicles per numbered Townhome Lot may regularly be kept upon the Properties. If an Owner has two such vehicles and owns a G-designated garage Lot, the garage shall at all times be maintained by the Owner in a condition which will allow parking of one vehicle in the garage. Owners may park one vehicle (other than as prohibited above) within the parking spaces in the Common Area, subject to other limitations set forth herein. The Declarant or its employees, agents or contractors may park vehicles in the drives within the Common Area during construction by the Declarant. No vehicles shall be parked so as to impede access from or to any Townhome Lot or any public street. Vehicles of guests must be parked only on SW Twin Gates Drive. No fence, barrier or other obstruction of any kind shall ever be placed or

constructed so as to impede access from or to any Townhome Lot or public street.

6. Section 12M of the Declaration is amended to substitute "45 pounds" for "25 pounds" in the second line.

7. Section 12W of the Declaration shall be deleted in its entirety and the following substituted in lieu thereof:

- W. Garbage containers will be provided by the refuse hauler, as selected by the Association, to Townhome Lot Owners, but shall be kept by Owners together with any additional garbage bags, within the garage, or within the Townhome, as applicable, and shall be set outside on the curb of the Townhome Lot on designated garbage pick-up days or on the evening before.

Except as amended hereby, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to Declaration to be executed as of the date first above written.

GRAYHAWK INVESTMENTS, L.C.,
DECLARANT

By: Kent E. Klopfenstein
Kent E. Klopfenstein, Manager

TWIN GATES, L.C., DECLARANT

By: Ted A. Grob
Ted A. Grob, Manager

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 5th day of June, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kent E. Klopfenstein, to me personally known, who being by me duly sworn did say that he is the Manager of the limited liability company executing the within and foregoing instrument, that said instrument was signed on behalf of the company by authority of its managers; and that Kent E. Klopfenstein as such Manager acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by him voluntarily executed.

Linda Aldrich
Notary Public in and for the State of Iowa
Linda Aldrich
Notarial Seal - IOWA
Commission No. 188049
My Commission Expires

12-23-05

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 5th day of June, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ted A. Grob, to me personally known, who being by me duly sworn did say that he is the Manager of the limited liability company executing the within and foregoing instrument, that said instrument was signed on behalf of the company by authority of its managers; and that Ted A. Grob as such Manager acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by him voluntarily executed.

Linda Aldrich
Notary Public in and for the State of Iowa
Linda Aldrich
Notarial Seal - IOWA
Commission No. 188049
My Commission Expires

12-23-05