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Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2015-00001121

BK 15179 PG 893-898

RETURN TO:

WHEN RECORDED RETURN TO:
Amy S. Beattie
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

**TO WHOM IT
MAY CONCERN:**

**FIRST AMENDMENT TO DECLARATION OF SUBMISSION
OF PROPERTY TO HORIZONTAL PROPERTY REGIME FOR
IRONWOOD VILLAGE OF IRONWOOD VILLAGE OWNERS'
ASSOCIATION AS RECORDED IN BOOK 11447, PAGE 1 IN
THE POLK COUNTY RECORDER'S OFFICE**

Dated: April 24, 2014

WHEREAS, the undersigned are the authorized representatives of the owners of certain property in the County of Polk, State of Iowa, which is more particularly described as:

Lot (8) and Outlot "X" in Ironwood Plat 2, an Official Plat, now included in and form a part of the City of Altoona, Polk County, Iowa

NOW, THEREFORE, the undersigned hereby declare that all of the properties described above shall be held, sold and conveyed subject to the Declaration of Covenants, Conditions and Restrictions filed in Book 11447, Page 1 in the Polk County Recorder's Office and the following First Amendment to Declaration of Covenants, Conditions and Restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title and interest in the described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

Section 1. Article I. Section 6 is hereby amended by inserting the following at the end of the current section:

Owners may make modifications to the landscaping in front of the unit so long as the alterations do not interfere with lawn care services and such alterations are

maintained and kept within the borders designed for such landscaping (i.e. if the bushes are replaced with flowers and/or other plantings such plantings must remain inside the border designated for that landscaping). Patio and porch plantings and décor must remain inside the confinements of the patio and porch area and should not trail out across the yard and/or other common areas.

Section 2. Article I, Section 10 is hereby amended by deleting the word “siding” from the first sentence and inserting the following at the end of the next to the last sentence:

of which the garage door will be the responsibility of the unit owner.

Section 3. Article III, Section 6 is hereby amended by deleting it in its entirety and inserting in lieu thereof the following:

No fence (decorative or otherwise) shall be allowed on the common elements without written approval from the board. Any fence approved shall be limited to privacy or decorative fences located around patios of the owner’s unit. The fencing is to be neat and maintained at all times.

Section 4. Article III, Section 6, is hereby amended by inserting the following as a second paragraph:

No dog runs, fences of any kind or dog houses may be constructed. Failure to comply with these regulations in a responsible manner shall result in a fine or special assessment by the association against the homeowner, which will include cost of removal. Dog ties should be free from all landscaping (i.e. trees) and never left in common areas.

Section 5. Article IV, Section 3 is hereby amended by deleting everything in the Section after the first sentence.

Section 6. Article VIII, Section 2(f) is hereby amended by deleting the words “Landscaping in common areas, outside lights and”.

Section 7. Article VIII, Section 3(b) is hereby amended by deleting it in its entirety and inserting in lieu thereof the following:

The owner of each unit shall be responsible for maintenance of any plumbing fixtures, lighting fixtures, refrigerator, dishwasher, microwave with hood, fireplace, disposal, range, heating, ventilation, air-conditioning equipment, washer/dryer, and hot water heater located in or connected with such unit and for its exclusive use. The owner shall also, at his/her own expense, keep in a clean condition any limited common area which is for the exclusive use of his/her unit; and neither the Association nor the regime shall be liable or responsible for any loss or damage caused by theft or otherwise of articles which may be stored by

the owner in a limited common area or in a unit except for the repair specifically made the responsibility of the Association for damage caused to a unit through its maintenance as provided in Section 2 (b) of this article.

Section 8. Article IX, Section 2(b) is hereby amended by deleting it in its entirety and inserting in lieu thereof the following:

An owner has the right to decorate windows bounding his/her unit, however this right is limited to the extent that only drapes, curtains, sheers, blinds and shutters may be used.

Section 9. Article IX, Section 2(c) is hereby amended by deleting it in its entirety and inserting in lieu thereof the following:

No more than two dogs and no more than two cats may be kept by the owner of the unit as pets. Small animals are allowed in accordance with city code and must be contained appropriately. These animals include, but are not limited to, hamsters, birds, guinea pigs, etc. No exotic, dangerous or vicious animals shall be allowed. In no event shall an owner or its guests, family members or invitees have or allow a pet considered vicious or dangerous. The unit owner may request in writing permission to add additional animals to the unit once the maximum limit allowed has been reached. Written request must be submitted and approved by the board PRIOR to any additional pets being added to the unit. Any pets shall not be left unattended by owner for long periods of time. When pets are outdoors unsupervised they are to be on leashes attached to stakes or posts. Any stakes need to be out of the way of lawn care at all times. Owner shall clean up all waste from their pet(s). Waste must be cleaned up a minimum of once per week in owner's own yard and is to be picked up immediately when on or near another owner's property. This is also city code. Two warnings will be given prior to a fee of \$50 being imposed for those that fail to comply. Fencing or invisible fencing is not allowed. The handling and conduct of permitted pets shall be subject to any rules and regulations adopted by the Association. In the event a pet is deemed to be a nuisance by a majority of the board at a duly called meeting due to the pet causing a disturbance of the other occupants of the units by excessive noise, disruptive or aggressive behavior, the board may require the owner of the unit where the pet is located or staying to permanently remove the pet from the premises.

Section 10. Article IX, Section 2(a) is hereby amended by adding the following:

Any lease arrangement of a unit shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this First Amendment to Declaration, the Declaration, the Bylaws and Articles of Incorporation of the Association and any rules and regulations established by the Board of Directors; shall contain the agreement of the lessee to be bound by the terms of such documents and shall provide that any failure of the lessee to comply with the

terms of such documents or rules shall be a default under the lease or rental agreement. All leases shall be required to be in writing and any owner leasing or renting a unit shall, prior to the commencement of the lease or rental term, deliver to the Secretary or the Property Manager of the Association a complete copy of the lease or rental agreement. No lease shall be for a period of less than one (1) year. Other than the foregoing, the owners of the respective units shall have the absolute right to lease the same, however, any lease shall require the prior written approval of the Association.

Section 11. Article IX, Section 2(g) is hereby amended by deleting it in its entirety and inserting in lieu thereof the following:

No noxious or offensive activity shall be carried on in any unit nor shall anything be done or be permitted to remain in any unit which may be or become a nuisance or annoyance to the owner or tenants, or which unduly interferes with the peaceful possession and property use of the units by its owners. Owners and/or tenants shall exercise extreme care not to disturb other owners or tenants with excessive noise. This is in accordance with the city limits.

Section 12. Article IX, Section 2(b) is hereby amended by deleting it in its entirety and inserting in lieu thereof the following:

There shall be no obstruction of any common elements. This includes trailing plants and bushes. Any changes to landscaping including addition of plants and bushes must be contained to the proper area designated for such additions. Nothing shall be stored on any common elements (except those areas designated for storage of personal property by the owners of the unit) without the approval of the association. Vehicular parking upon general common elements may be regulated or assigned by the association. Repair or maintenance of automobiles in any general common element is strictly prohibited. Garbage cans are not to be stored anywhere other than inside all garage units.

Section 13. Article IX, Section 2(j) is hereby amended by deleting it in its entirety and inserting in lieu thereof the following:

No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used materials or trash of any kind shall be permitted within any unit or be permitted to remain in public view, but shall be deposited in receptacles provided for that purpose. This includes trash of any kind and cigarette/cigar butts and accessories. Any trash of any kind left over after garbage and recycling pick up shall be the responsibility of the owner to clean up and dispose of properly. All receptacles should be removed and stored in designated areas (i.e. garage) within 24 hours of garbage pickup and recycling. Failure to comply may result in two warnings and then a fine.

Section 14. Article IX, Section 2(t) is hereby amended by deleting it in its entirety and inserting in lieu thereof the following:

No vehicle belonging to a unit owner or to a member of his/her family, guest or tenant of unit shall be parked in such a manner as to impeded or prevent ready access to any entrance to or exit from the unit by another vehicle. Further, bicycles and mopeds not stored in a garage which is part of a unit shall not be stored in common elements. All personal items of occupant including, but not limited to: toys, bikes, balls, scooters, skateboards, etc. are to remain confined to the occupant's personal space and not to any of the surrounding units or common or limited elements pertaining to other units. Garages shall not be used as a shop nor shall said garages be rented to someone not having a residence in a corresponding unit.

Section 15. Article IX, Section 2(u) is hereby amended by deleting it in its entirety and inserting in lieu thereof the following:

Complaints regarding the services of the building shall be made via email, in writing or by phone to the manager of the association. A formal written complaint may be requested by the board of directors or association Management Company.

This First Amendment was approved by at least two-thirds of the then Owners at a meeting held on January 13, 2014.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF the undersigned have caused this First Amendment to Declarations to be executed this 24 day of April, 2014.

By: Courtney Tiernan
Name: Courtney Tiernan
Title: President

By: Heather Harris
Name: Heather Harris
Title: Vice. President

STATE OF IOWA, POLK COUNTY, ss: Ironwood Village owners Association

On this 24 day of April, 2014, before me the undersigned, a Notary Public in and for said State, personally appeared Courtney Tiernan and Heather Harris, to me known to be the persons named in and who executed the foregoing instrument to which is attached; and acknowledged that Courtney Tiernan and Heather Harris executed the instrument as their voluntary act and deed.

Meagan Marie Denham
Notary Public in and for the State of Iowa

