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Fee Amt: \$22.00 Page 1 of 4
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2015-00210497

BK **16044** PG **76-79**

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: SECOND 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: May 26th, 2016

WHEREAS, the undersigned are 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, the First Amendment to Declaration of Covenants, Conditions and Restrictions filed in Book 15179, Page 893 and this Second 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 IX, Section 2(a) is hereby amended by deleting Section 2(a) added by the First Amendment and inserting in lieu thereof the following:

RENTAL RESTRICTIONS

In order to protect the integrity of this subdivision and to insure that those persons residing therein have similar proprietary interests in their Units:

1. No more than nine (9) Units located within the Association shall be leased on any given date. An Owner must receive written verification of availability from the Association Board before leasing a Unit.
2. Any Lease must be in writing, and the tenant must acknowledge that the tenant has read, understands and will be bound by all of the restrictions contained in the Declarations, as amended, as well as the Bylaws and Rules and Regulations of the Association. The Association Board must have given written approval of the Lease before execution by a tenant. A fully executed copy of the Lease must be delivered to the Association.
3. No Lease shall be for a period of less than one (1) year in length and no Lease to any such tenant or lessee shall be extended or renewed for a period of time longer than two (2) years.
4. Notwithstanding anything contained in the lease, the Unit Owner shall remain responsible for the Association assessments, both regular and special.
5. No Owner shall sublet a portion of the Unit.
6. All Units being rented or sublet on the date of adoption of this Amendment may continue to be rented or sublet in accordance with the terms of the then existing Lease. However, upon the expiration of the existing Lease term, this provision shall apply to that Unit.
7. A violation of this Section shall be enforced as follows: First violation is a warning, second violation is a \$250 fine and a warning, third violation is a \$500 fine and a warning. Fourth violation shall be referred to an attorney for enforcement. There shall be 30 days between warnings and fines.

Section 1. The Declaration is hereby amended by adding the following new Article XVI, Unit Ownership:

ARTICLE XVI.

UNIT OWNERSHIP

No more than two (2) Units may be owned by one investor or entity (single or multiple owner entities). This limitation includes all rented and leased Units that a developer or builder owns. Unoccupied and unsold units owned by a builder or developer are not considered as investor owned and subject to the investor requirements stated above. Eligible non-profit and/or eligible governmental housing programs are not subject to the ownership interest limitation. An eligible governmental or nonprofit program means a program designed to assist the purchase of low-or moderate-income housing including rental housing that is operated pursuant to a program established by Federal law, operated by a State or local government, or operated by an eligible nonprofit organization.

This Second Amendment was approved by at least two-thirds of the then Owners by a vote that was held on May 25th, 2016.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF the undersigned have caused this Second Amendment to Declarations to be executed this 26th day of May, 2016.

By: Heather Harris
 Name: Heather Harris
 Title: President

By: Patricia A. L. Henrich
 Name: Patricia A. L. Henrich
 Title: vice president

STATE OF IOWA, POLK COUNTY, ss:

On this 26th day of May, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Heather Harris and Patricia Henrich, to me known to be the persons named in and who executed the foregoing instrument to which is attached; and acknowledged that Heather Harris and Patricia Henrich executed the instrument as their voluntary act and deed.

[Signature]
 Notary Public in and for the State of Iowa

