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Doc ID: 026836060004 Type: GEN
Kind: RESTRICTIVE COVENANT
Recorded: 12/28/2012 at 04:03:31 PM
Fee Amt: \$22.00 Page 1 of 4
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2013-00059300

BK **14594** PG **651-654**

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Return to preparer. Prepared by: Thomas K. Bleyhl, Qualley & Bleyhl, P.L.C., P.O. Box 41718, Des Moines, IA 50311, (515) 974-5658

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR QUAIL VISTA TOWNHOMES ASSOCIATION

This Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for The Quail Vista Townhomes Association is hereby executed this day this 27 day of October, 2012 by the President and Secretary of Quail Vista Townhomes Association.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions (hereinafter "Declaration") for Quail Vista was recorded on June 27, 2001 at Book 8880, Page 490 et seq., and amended on September 4, 2002 at Book 9309, Page 150 et seq. in the Office of the Recorder of Polk County, Iowa; establishing a condominium development in the City of West Des Moines, Polk County, Iowa, concerning the real estate legally described as follows:

- Lots 1-40 in QUAIL VISTA TOWNHOMES PLAT 1, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa; and
- Lots 1-88 in QUAIL VISTA TOWNHOMES PLAT 2, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa.

WHEREAS the members of the Association wish to change certain provisions of the Declaration related to maintenance, the relative responsibilities of Owners and the Association, and the rental of units; and

WHEREAS, the Association is under the control of the homeowners at the time of this Amendment, and the Declarant no longer has a controlling interest in the association, and this Amendment does not affect the rights or duties of the Declarant in any way; and

WHEREAS, 67% of the then Owners constituting the Association have voted to approve the Amendment to the Declaration hereunder, to be recorded in the Office of the Recorder of Polk County, IA, and all other necessary preconditions to amending the Declaration under Article XIV, Section 2 of the Declaration and any other applicable law have been satisfied;

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

1. a. AMENDMENT TO ARTICLE I, SECTION 2 (a): Article I, Section 2(a) of the Declaration shall be deleted in its entirety and replaced with the following:

a. The exterior surface of the building upon a Lot, excluding windows, doors and decks.

1b. AMENDMENT TO ARTICLE I, SECTION 2(f): Article I, Section 2(f) of the Declaration shall be deleted in its entirety and replaced with the following:

f. Driveways, sidewalks, patios and stoops (excluding snow removal for patios and stoops).

2a. AMENDMENT TO ARTICLE V, SECTION 1, Article V, Section 1 (Maintenance by Owners) shall be amended by deleting the second sentence of Article V, Section 1, and replacing it with the following sentence:

The Owner shall be responsible for the maintenance, repair, and replacement of all windows in the Owner's Living Unit, the doors leading into the Living Unit, and any and all other maintenance, repair, and replacements of the improvements, including decks, including snow removal therefrom (and including snow removal from patios and stoops), shrubs, flowers, trees, plantings, gardens, and other landscaping, on the Owner's Lot unless otherwise provided herein.

The remainder of Article V, Section 1 shall remain unchanged.

2b. AMENDMENT TO ARTICLE V, SECTION 2: Article V, Section 2 shall be deleted in its entirety and replaced with the following paragraph:

The Association shall be responsible for the maintenance, including snow removal, repair and repaving of all driveways and for the maintenance and repair of any pedestrian walkways or sidewalks, constructed or to be constructed within the Properties by Declarant for the benefit of all Owners of Lots. Driveways shall be maintained at all

times in such manner as to provide ingress and egress, both pedestrian and vehicular, from each Lot to and from a public street or highway. The specification for replacement of any driveways, walkways, patios, stoops or sidewalks shall be determined by the Board of Directors, or by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors.

2c. AMENDMENT TO ARTICLE V, Section 3: Article V, Section 3 of the Declaration shall be amended as follows:

a. By deleting the following sentence in Paragraph 1 of Article V, Section 3:

The Association shall paint the exterior building surfaces of all Association Responsibility Elements and Common Elements that require paint no less often than every five (5) calendar years, initially measured from calendar year 2000.

and replacing that sentence with this sentence, to be inserted in the same place:

The Association shall paint the exterior building surfaces of all Association Responsibility Elements and Common Elements that require paint as necessary. The necessity of painting the exterior building surfaces shall be determined exclusively by the Board.

b. And by deleting the words “patios and” and adding the words “trash removal and snow removal from the” from the following sentence in Paragraph 1 of Article V, Section 3, so the section is amended to read as follows:

In addition to maintenance upon the driveways and sidewalks, the association shall provide all maintenance, repair, replacement, removal and demolition of the Association Responsibility Elements and Common Elements, including but not limited to maintenance upon each Lot that is subject to assessment hereunder as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces and other exterior improvements, lawns, shrubs, (but excluding any gardens, plants or flowers installed by any Owner, and excluding decks and any enclosed patio areas and decks and excluding any lawns, shrubs, etc. within any fenced area), trees, trash removal and snow removal (but excluding trash removal and snow removal from the stoops located at the entrances of any Living Unit).

3. AMENDMENT TO ARTICLE XIV, SECTION 5: Article XIV, Section 5 shall be deleted in its entirety and replaced with the following paragraph:

Section 5. Restriction on Rental. In order to protect the integrity of this subdivision and to insure that those persons residing therein have similar proprietary interests in their Lots and Living Units, no Lot and the Living Unit located thereon shall be leased or

rented for a period of time of less than one (1) year and no lease or rental agreement to any such tenants or lessee shall be extended or renewed for a period of time longer than two (2) years without approval of the Board. No Owner shall lease his/her Living Unit more than one (1) time during his/her ownership thereof without approval of the Board. Any Owner who rents his/her Living Unit must submit to the Board new contact information for the Owner, contact information for the tenant, a copy of the rental agreement including start and end dates for the rental. An Owner may request an extension of the rental limits from the Board which will be considered based on individual circumstances. The board shall not discriminate on the basis of race, color, sex, national origin, religion, age, military status or disability when exercising their discretion, nor will they make any decision based on the personal characteristics of any tenant.

4. CONTINUED EFFECTIVENESS OF DECLARATION: Except as amended by this Second Amendment, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Quail Vista Townhomes Association:

QUAIL VISTA TOWNHOMES ASSOCIATION



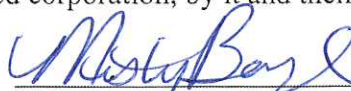
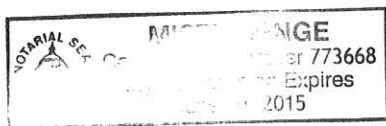
~~Janice Bell~~, President
LARRY WILSON



~~Karl Stoa~~, Secretary

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 28 day of December 2012, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Janice Bell and Karl Stoa, to me personally known, who by me duly sworn did say that they are the President and Secretary, respectively, of the nonprofit corporation executing this foregoing instrument, that said instrument was signed on behalf of Quail Vista Townhomes Association, Inc. by authority of its members; and that Janice Bell and Karl Stoa acknowledged the foregoing instrument to be the voluntary act and deed of the aforementioned corporation, by it and them voluntarily executed.



Notary Public in and for the State of Iowa

