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Polk County, Iowa
Julie M. Haggerty RECORDER
Number: 202400045318
BK: 19902 PG: 337

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

**THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR LOTS 26-47, VENBURY PLAT 14, AND
LOTS 1-12 IN VENBURY PLAT 15, ALTOONA, IOWA**

This Amendment is executed this 28th day of August, 2024, and to be effective November 1, 2024, by Venbury II Townhomes Owners' Association, an Iowa corporation, as representative of a majority of the votes of the Owners under this below referenced declaration.

WITNESSETH:

WHEREAS, the Developer has created a certain townhome association for Lots 26-47 in Venbury Plat 14 and Lots 1-12 in Venbury Plat 15, City of Altoona, by filing its Declaration of Covenants, Conditions, Easements and Restrictions ("Declaration") dated December 14, 2000, and recorded December 26, 2000, in Book 8668 at Page 823 in the Office of the Polk County Recorder, as amended by First Modification to Declaration recorded August 10, 2002, in Book 9176 at Page 820 in the Office of the Polk County Recorder, First Amendment to Declaration recorded August 18, 2014, in Book 15292 at Page 98-99 in the Office of the Polk County Recorder, Amendment to Declaration recorded August 1, 2018, in Book 17021 at Page 856 in the Office of the Polk County Recorder, and Second Amendment to Declaration recorded June 14, 2022, in Book 19151 at Page 514 in the Office of the Polk County Recorder;

WHEREAS, pursuant to Article XIII, Section 2 of the Declaration, the Declaration may be amended by an instrument recorded in the Office of the Polk County Recorder signed or approved in writing by two-thirds (2/3) of the Owners with voting rights; and,

WHEREAS, two-thirds (2/3) or more of the Owners, acting by and through the Venbury II Townhomes Owners' Association do desire to hereby amend and modify the Declaration.

NOW, THEREFORE, in consideration of the foregoing, the Declaration shall be amended as follows:

1. The provisions of Article I, "Definitions", of the Declaration are hereby amended by deleting the current Section 2 and replacing with the following Section 2:

Section 2. "Association Responsibility Elements" shall mean the following:

- a) The exterior surface of the building upon a Lot, excluding any additions or improvements made to the Living Unit by any Owner, whether or not approved by the Association. The Association shall provide as built casualty insurance coverage for exterior windows, entry doors, garage doors, and decking. All maintenance, repairs, or replacements due to normal wear and tear or age-related deterioration of these items is the responsibility of the Owner.
- b) Maintenance and repairs to the structural portion of the buildings upon a Lot. The Association shall provide as built shell only insurance coverage for foundations; exterior and interior wall framing; common walls between residential structures upon a Lot to include framing and fire-retardant drywall from main floor to underside of roof sheathing; floor joists and subfloor; ceiling joists and attic structure including venting; any utilities within the attic or basement of a structure carrying any service to more than one unit; roof structure; roof coverings and venting; gutters and downspouts; exterior sheathing, vapor control layer, siding, and masonry; electrical service to and installation of the electrical service meter box; plumbing service to and installation of water meters.
- c) The yard surrounding the Living Unit upon a Lot, excluding trees, shrubbery, or any landscaping/plantings installed by any Owner.
- d) Driveways and sidewalks located within the Properties.
- e) Conduits, ducts, plumbing, wiring, pipes and other facilities within the attic or basement of a residential structure which are carrying any service to more than one Lot or more than one Living Unit.
- f) All private water mains, private storm sewer lines, private sanitary sewer lines, and storm water drainage and detention areas located within the Properties.

2. The provisions of Article VI, "Insurance," of the Declaration are hereby amended by deleting the current Section 5 and replacing with the following Section 5:

Section 5. Additional Insurance

Each Owner shall obtain additional insurance at the Owner's expense, affording coverage upon the Owner's personal property, the contents of the Owner's Living Unit, and all components of the Owner's Living Unit not included in the "Association Responsibility Elements" including, but not limited to: drywall and insulation; all floor coverings; ceiling and wall textures, paint, and coverings; all cabinets, interior doors and millwork; plumbing and fixtures; electrical and fixtures; HVAC including ductwork; all appliances; and all betterments or improvements made to the original structure as built by any Owner of the Living Unit. Such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty policy to be obtained by the Association.

Each Owner shall obtain, at the Owner's expense, loss assessment coverage under their HO6 policy to cover at least 1/34 of the Association's master policy deductible. Since the Association's master policy deductible can change from year to year, it is the Owner's responsibility to review the amount of their loss assessment coverage with their insurance agent annually to ensure that they are carrying adequate coverage.

3. In all other respects, the terms and conditions of the Declaration, as amended, remain unchanged.

**VENBURY II TOWNHOMES OWNERS'
ASSOCIATION**

By: John Pletchette
Name: John Pletchette
Title: Director

STATE OF IOWA, COUNTY OF POLK, ss:

On the 28 day of August, 2024, before me, a Notary Public in and for the said State, personally appeared John Pletchette, to me personally known, who, being by me duly sworn, did say that they are the Director of Venbury II Townhomes Owners' Association; and that said instrument was signed on behalf of the said association by authority of its members and the said person acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Carrie Gulling
Notary Public in and for said State of Iowa

