

RM 14875



Doc ID: 028466200003 Type: GEN
Kind: RESTRICTIVE COVENANT
Recorded: 04/18/2014 at 09:32:58 AM
Fee Amt: \$17.00 Page 1 of 3
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2014-00076389

BK 15160 PG 72-74

When recorded return to preparer:

RETURN TO:

Prepared by: George Qualley IV, Qualley & Bleyhl, P.L.C., P.O. Box 41718, Des Moines, IA, 50311,
(515) 974-5658

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE TOWNHOMES OF MEADOW POINT

This Amendment to Declaration of Covenants, Conditions and Restrictions for The Townhomes of Meadow Point is executed on this 18th day of APRIL, 2014 by the Townhomes of Meadow Point Association, as representative of two thirds (2/3) of the the Owners as set forth in the below referenced declaration.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for The Townhomes of Meadow Point was recorded at Book 5558 at Page 577, et. seq, in the records of the the Polk County, Iowa, Recorder and amended by an Amendment to Declaration of Covenants, Conditions and Restrictions for The Townhomes of Meadow Point recorded at Book 6351, Page 6351, et. seq., and an Amendment to Declaration of Covenants, Conditions and Restrictions for The Townhomes of Meadow Point recorded at Book 14997, Page 296, et. seq. in the records of the the Polk County, Iowa, Recorder, establishes binding covenants and restrictions which run with the land described as follows:

Lots 1 through 74, both inclusive, and Outlot X in THE TOWNHOMES OF MEADOW POINT, an Official Plat, West Des Moines, Iowa.

WHEREAS, pursuant to Article XV, Section 2, of the Declaration (as amended), the Declaration may be amended or changed by an instrument recorded in the Office of the Recorder of Polk County, Iowa, signed or approved in writing by a two thirds (2/3) of the Owners; and

WHEREAS, two thirds (2/3) of Owners of The Townhomes of Meadow Point, acting by and through the Townhomes of Meadow Point Association do desire to hereby amend and modify the Declaration.

NOW THEREFORE, in consideration of the premises, the Townhomes of Meadow Point Association hereby amends the Declaration by this Amendment as follows:

- 1. AMENDMENT TO ARTICLE IV, SECTION 7: Article IV, Section 7 shall be deleted in its entirety and replaced with the following text:

SECTION 7. Date of Commencement of Monthly Assessments: Due Dates. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Directors shall deem appropriate shall be sent to every Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

2. AMENDMENT TO ARTICLE IV, SECTION 8: Article IV, Section 8 shall be deleted in its entirety and replaced with the following text:

SECTION 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall be subject to a late fee which shall be set from time to time by the Board of Directors of the Association. Additionally, all costs incurred by the Association to collect late assessments, including reasonable attorney's fees, whether or not a lawsuit was filed, shall be the responsibility of the Owner in the same manner as an assessment. The Association may bring an action at law against the Owner or foreclose the lien against the property in the manner provided for foreclosure of a mortgage, or both. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

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. The only exception to this provision is as follows: any Owner who is renting their Living Unit at the time that this provision becomes effective shall be allowed to continue to rent that Living Unit so long as they own the Unit that is leased or rented. The aforementioned exception shall not be transferrable, assignable, or otherwise effective with respect to future Owners (i.e. any change of ownership of a Unit after the effective date of this provision shall subject an owner of a Unit to the total prohibition on the lease or rental of a unit). Additionally, any Owner who is granted an exception under this section must maintain a lease or rental agreement of a duration of no less than one (1) year. Furthermore, the Owner and any renter or lessee(s) must remain in compliance with all rules, regulations, covenants, conditions, and restrictions governing the Association or the right to continue renting the property may be terminated by the Board of Directors of the Association.

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

TOWNHOMES OF MEADOW POINT ASSOCIATION

By David W Lynch
David W. Lynch, President

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 18 day of April 2014, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared David Lynch and being duly sworn did say that he is the President of Townhomes of Meadow Point Association, that said instrument was executed by his voluntary act and deed on behalf of Townhomes of Meadow Point Association by authority of its members as set forth above.



Kay Jennings
Notary Public in and for the State of Iowa