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Stacie L. Herridge - Recorder
Story County, Iowa

INSTRUMENT PREPARED BY AND RETURN TO:	Brian D. Torresi, 2605 Northridge Pkwy., Ste. 101, Ames, IA 50010 (515) 288-2500
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**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BLOOMINGTON HEIGHTS WEST TOWNHOMES**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON HEIGHTS WEST TOWNHOMES (this "Amendment") is made and entered into by Integrity Construction Services, L.L.C. (the "Successor Declarant"), as of the date the Successor Declarant executes this Amendment (the "Effective Date").

RECITALS:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Bloomington Heights West Townhomes (the "Declaration") was filed in the office of the Recorder of Story County, Iowa, on September 25, 2002, as Instrument No. 02-14649;

WHEREAS, the Declaration was amended upon the filing of that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Bloomington Heights West Townhomes ("Amendment-1") in the office of the Recorder of Story County, Iowa, on March 22, 2004, as Instrument No. 04-03250;

WHEREAS, the Declaration was further amended upon the filing of that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Bloomington Heights West Townhomes ("Amendment-2") in the office of the Recorder of Story County, Iowa, on June 24, 2004, as Instrument No. 04-08525;

WHEREAS, the Declaration was further amended upon the filing of that certain Amendment to Declaration of Covenants, Conditions and Restrictions ("Amendment-3") in the office of the Recorder of Story County, Iowa, on January 20, 2006, as Instrument No. 06-00832;

WHEREAS, the Declaration was further amended upon the filing of that certain Amendment to Declaration of Covenants, Conditions and Restrictions ("Amendment-4") in the office of the Recorder of Story County, Iowa, on April 26, 2011, as Instrument No. 11-03819 (the Declaration, Amendment-1, Amendment-2, Amendment-3, and Amendment-4 are hereinafter collectively referred to as the "Declaration Documents");

WHEREAS, the rights of the original Declarant (as that term is defined in Section 6 of Article I of the Declaration) were assigned upon the filing of that certain Assignment of Declarant's Reserved Rights, Powers and Obligations Regarding Declaration of Covenants, Conditions and Restrictions for Bloomington Heights West Townhomes ("**Declarant Assignment-1**") in the office of the Recorder of Story County, Iowa, on August 14, 2008, as Instrument No. 08-09256;

WHEREAS, the rights of the original Declarant (as that term is defined in Section 6 of Article I of the Declaration) were further assigned to the Successor Declarant upon the filing of that certain Assignment and Assumption of Declarant's Reserved Rights, Powers and Obligations Regarding Declaration of Covenants, Conditions and Restrictions for Bloomington Heights West Townhomes, L.C. ("**Declarant Assignment-2**") in the office of the Recorder of Story County, Iowa, on July 30, 2013, as Instrument No. 13-09206 (Declarant Assignment-1 and Declarant Assignment-2 are hereinafter collectively referred to as the "**Declarant Assignments**");

WHEREAS, pursuant to the Declarant Assignments and the Declaration Documents, the Successor Declarant, as the current Owner (as that term is defined in Section 12 of Article I of the Declaration) of a Lot (as that term is defined in Section 10 of Article I of the Declaration), may amend the Declaration Documents without any further consent or approval, and hereby desires to amend the Declaration Documents as provided in this Amendment.

NOW, THEREFORE, in consideration of the above Recitals, and reliance on the same, and for other good and valuable consideration, the Successor Declarant agrees as follows:

1. INCORPORATION OF RECITALS. The foregoing Recitals are incorporated herein and made a part of this Amendment as if fully set forth verbatim. The Recitals and exhibits attached hereto, if any, are a substantive, contractual part of this Amendment.

2. AMENDMENTS. The Declaration Documents are hereby amended as follows:

a. by replacing, in its entirety, Section 2(a) of Article I of the Declaration with the following language:

"The exterior surface of the Building upon a Lot, excluding windows, basement window wells, doors, stoops, patios, decks, unattached personal property, and any additions made to the Living Units whether or not approved by the Association (for example, flags or barbeque grills)."

b. by replacing, in its entirety, Section 2(e) of Article I of the Declaration with the following language:

"The yard surrounding the residential structure upon a Lot, excluding any gardens, trees, shrubs, plants or flowers installed by any Owner, and further excluding any other plantings by the Association in any area immediately adjacent to a Lot."

c. by replacing, in its entirety, the last sentence of the first paragraph of Section 1 of Article V of the Declaration with the following language:

"The Owner shall be responsible for maintaining exterior light fixtures of the Living Unit, including replacement of the light bulbs."

- d. by adding the following language as an additional paragraph after the last paragraph of Section 1 of Article V of the Declaration:

“Any maintenance performed by Owners which is otherwise the obligation of the Association under the terms of this Declaration shall not cause a reduction or abatement of that Owner’s Assessments due under the terms of the Declaration.”

- e. by replacing, in its entirety, Section 3 of Article V of the Declaration and the replacement language as noted in Paragraph 1 of Amendment-3 with the following language:

“In addition to maintenance upon the private streets, 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, plantings, and yards surrounding the residential structure upon a Lot (excluding any gardens, trees, shrubs, plants or flowers installed by any Owner or within any fenced area, and further excluding lawns within any fenced area, patios, and decks), trash removal and snow removal (but excluding the stoops located at the entrances of any Living Unit). The Association shall paint the exterior building surfaces of all Association Responsibility Elements and Common Elements that require paint on an as-needed basis, in the sole and absolute discretion of the Association. Such exterior maintenance shall not include glass surfaces, doors and doorways, windows and window frames or wells, or the operability of any garage doors.

In the event that the need for maintenance or repair is caused through a willful or negligent act of any Owner, or the Owner’s family, guests, invitees, agents or contractors, the cost of such maintenance or repairs shall be assessed to such Owner, including, but not limited to, approved or unapproved modifications to Association Responsibility Elements and Common Elements such as removal of downspouts, failure to report needed maintenance to the Association in a timely manner, etc.”

- f. by replacing, in its entirety, the second sentence of Article VIII of the Declaration with the following language:

“No recreational, inoperable or abandoned vehicles, including boats, travel trailers, vehicles with attached or affixed campers, motor homes, fold-down campers, or such similar recreational vehicles shall be allowed on any Lot or common parking area for more than forty-eight (48) consecutive hours.”

- g. by replacing “one (1)” in the first sentence of Article XI of the Declaration with “two (2)”.

- h. by replacing “20 pounds” in the first sentence of Section 2 of Article XIII of the Declaration with “35 pounds”.

- i. by replacing "The Owners, individually or collectively," in the last sentence of Section 5 of Article XIII of the Declaration with "The Association".
- j. By adding the following language after the last sentence of Section 7 of Article XIII of the Declaration:

"Owners mounting approved disc antennas to any exterior surface of their Living Unit are solely responsible for any damage, exterior or interior, resulting from the installation. When the antenna is removed, the Owner must return the exterior surface to its original condition."

3. REMAINING PROVISIONS UNAFFECTED. All other provisions of the Declaration Documents not amended by this Amendment shall remain in full force and effect and are in no way affected or limited by the execution of this Amendment or the amendments provided for herein.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the Effective Date.

INTEGRITY CONSTRUCTION SERVICES, L.L.C., Successor Declarant

By: *Brad Heemstra*
Brad Heemstra, Manager

STATE OF IOWA, COUNTY OF STORY, SS:

This record was acknowledged before me on this 8th day of January, 2014, by Brad Heemstra, as the Manager of Integrity Construction Services, L.L.C.

[Signature]
Notary Public, State of Iowa
My commission expires 8/21/15



**AMENDMENT TO BYLAWS OF
BLOOMINGTON HEIGHTS WEST TOWNHOMES ASSOCIATION**
(an Iowa Nonprofit Corporation)

Pursuant to Section 504.1022 of the Iowa Code and Article VIII of the Bylaws (the "Bylaws") of Bloomington Heights West Townhomes Association, the following amendments to the Bylaws are hereby adopted:

1. Section 4.2 of Article IV of the Bylaws is amended by replacing "three (3)" in the first sentence thereof with "seven (7)" and by replacing "one (1) year" in the last sentence thereof with "three (3) years".

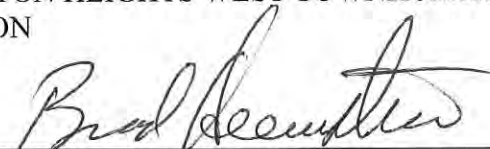
2. The first sentence of Section 2.1 or Article II is deleted.

3. Notwithstanding anything in the Bylaws or in this Amendment to Bylaws of Bloomington Heights West Townhomes Association (this "Amendment") to the contrary, beginning with the meeting of the Members in January of 2015, seven (7) members of the Board of Directors shall be elected, three (3) of which shall serve on the Board of Directors for one (1) year, two (2) of which shall serve on the Board of Directors for two (2) years, and two (2) of which shall serve on the Board of Directors for the normal term length as identified in Section 4.2 of Article IV as set forth in this Amendment.

4. Each and every other article, section, or provisions of the Bylaws not affected by the amendment contemplated herein are hereby reaffirmed in full.

Dated effective this 8th day of ~~December~~ ^{January}, 2014 ⁵.

BLOOMINGTON HEIGHTS WEST TOWNHOMES
ASSOCIATION

By: 
Brad Heemstra, President