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Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2016-00014668

BK **16136** PG **318-326**

COPY

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**SECOND AMENDMENT TO MASTER DECLARATION
OF COVENANTS FOR COUNTRY CLUB**

This Second Amendment to the Master Declaration of Covenants for Country Club is made and executed this 27 day of July, 2016, by Country Club Owners Association, hereinafter referred to as the "Association."

WITNESSETH:

WHEREAS, the Master Declaration of Covenants for Country Club (the "Master Declaration") was filed of record on October 10, 1988, in Book 5966 Page 35 in the office of the Polk County Recorder; and

WHEREAS, pursuant to Article X, Section 2, of the Master Declaration, the Master Declaration may be amended at any time by an instrument recorded in the office of the Polk County Recorder, containing a certification by the President and Secretary of the Association that the amendments have been approved by a two-thirds majority of the then outstanding votes, provided that any amendments affecting the rights of the City of Clive must be approved by the City; and

WHEREAS, the Master Declaration was previously amended by a First Amendment that was filed of record on November 24, 2009, in Book 13287 Page 155 in the office of the Polk County Recorder; and

WHEREAS, this Second Amendment has been approved by the Association, the undersigned President and Secretary of the Association hereby certify that this instrument has been approved by a two-thirds majority of the then outstanding votes within the Association, and the City of Clive has executed this instrument to signify approval by the City; and

WHEREAS, the Association declares that all of the properties within the Country Club development shall be subject to the terms, conditions, restrictions, covenants and other provisions hereof and as set forth below:

ARTICLE I

The Master Declaration is hereby amended by the addition of a new Article IX-A entitled "Use Restrictions." The new Article IX-A is not intended to amend or repeal any of the provisions of Article IX of the original Declaration, as subsequently amended by the First Amendment referenced above. However, in the event of any conflict between any of the provisions of the original Article IX, as previously amended, and the provisions of new Article IX-A, the provisions of new Article IX-A shall control. As hereby amended, new Article IX-A provides as follows:

ARTICLE IX-A

USE RESTRICTIONS

Section 1. Roofing Materials. Allowable roofing materials shall be cedarwood shakes/shingles, industrial polymer composite material shaped like cedar shake, stone coated metal material resembling cedar shake, asphalt – bi-laminate layers, asphalt – tri-laminate layers. Roofing materials require pre-approval by the Board of Directors of the Association.

Section 2. Swimming Pools. Above ground/non-permanent pools are not permitted on any lot, except that small kiddie and toddler pools may be used seasonally.

Section 3. Fences. Restrictions concerning fences on lots are as follows:

- a. No fences over 2 feet high are permitted within the front 40 feet of any lot.
- b. No chain-link or snow fence of any kind is permitted.
- c. Temporary fences are permitted only during construction projects, provided they comply with City requirements.
- d. No fences are permitted:
 - i. On the rear 40 feet of lots abutting Hickman and 142 (in Plat 7)
 - ii. On the rear 35 feet of lots abutting 142 (in Plat 3)
 - iii. On berms or on the rear 40 feet of lots abutting Hickman (in Plat 5)
 - iv. On the rear 35 feet of lots abutting 142 (in Plat 8)
- e. Invisible fences are permitted.

Section 4. Swimming Pools and Fences on Outlot A (Lake Lots). Restrictions concerning swimming pools and fences on Outlot A are as follows:

- a. No privacy fences are permitted.

- b. Fences must be metal see-through fences and painted black in color.
- c. Swimming pools and fences shall not encumber any Country Club easement or DNR Flood Plain.
- d. Invisible fences are permitted.

Section 5. Outbuildings/Tool Sheds Not on Lake Lots. Restrictions concerning outbuildings and tool sheds not on lake lots are as follows:

- a. Structure shall not be larger than 8w x 8d x 8h (at highest point).
- b. Structure must be totally screened by shrubbery/decorative fence, or totally concealed at rear of dwelling with matching home roof and same siding as home (with concrete pad).
- c. Other than those meeting requirements of a and b above, no separate structure shall be permitted.
- d. No structure shall be permitted without approval of the Board of Directors of the Association.

Section 6. Outbuildings/Tool Sheds on Lake Lots. Restrictions concerning outbuildings and tool sheds on lake lots are as follows:

- a. No structure shall be permitted unless serving as a pool house for pool related items (pumps, filters and pipes), and such structure shall not extend over 15 feet of the rear of the house.
- b. No structure shall be permitted without approval of the Board of Directors of the Association.

Section 7. Parking of Vehicles. No recreational/trailer/water vehicle shall be parked on a street or driveway for more than 5 consecutive days, not to exceed 15 total days during a calendar year.

Section 8. Parking/Terrace Areas. Owners of lots adjacent to parking/terrace areas shall maintain such areas are follows:

- a. The lot owner shall maintain the area between the sidewalk and curb (seed/sod), and no trees, shrubbery, etc. may be planted there.
- b. Grass around bollards shall be maintained by the lot owner.
- c. No signs, posters, advertisements, etc. shall be placed in the parking area, only in the yard or driveway.

Section 9. Sidewalks. Restrictions concerning sidewalks are as follows:

- a. The lot owner shall maintain an 8-foot clearance for trees.
- b. Sidewalks shall be kept clean/free of plants.
- c. Snow accumulation shall be removed within 24 hours after a snowfall.

Section 10. Colors of Buildings and Fences. Restrictions concerning colors of buildings and fences are as follows:

- a. Loud or offensive colors shall not be used; color schemes shall fit in with the neutral tone of the neighborhood.
- b. Murals are not permitted.
- c. Fences may be stained or painted in natural or wood tones only.

Section 11. Trash Containers. Restrictions concerning trash containers are as follows:

- a. Trash containers shall have weight or cover.
- b. Trash containers may be placed out the night before pick-up, and shall be returned to the garage the day of pick-up.
- c. The lot owner shall be responsible for retrieving any waste spilled by the pick-up service.

Section 12. Holiday Decorations. All holiday decorations shall be removed within 6 weeks after the holiday.

Section 13. Maintenance of Berms. Restrictions concerning berms are as follows:

- a. Berms shall be maintained in an attractive and consistent appearance (with those along 142/Hickman).
- b. Berms shall be sodded or seeded with grass only; rocks, mulch and other ground cover are not permitted.
- c. The owners of Hickman lots shall maintain their grassed right-of-way.
- d. The Owners of 142 lots shall maintain the area between the sidewalk and street.
- e. The requirement to maintain includes, but is not limited to, mowing, water, removal of weeds, debris and trash.
- f. No structures, buildings, woodpiles, etc. are permitted on berms.
- g. No change to the elevation or grade of a berm is permitted.
- h. The lot owner shall replace any damaged or diseased trees true to the original landscaping.
- i. No fences are permitted on berms.

Section 14. Maintenance of Homeowner Lots. Restrictions concerning homeowner lots are as follows:

- a. The lot owner shall maintain the lot in a presentable manner.
- b. The lot owner shall take measures to mitigate growth of weeds and dandelions.

- c. The lot owner shall mow, trim and seed as needed.

Section 15. Pets/Dogs. Restrictions concerning pets/dogs are as follows:

- a. No animals, birds or reptiles of any kind shall be raised, bred or kept, except for the usual household pets, including dogs, cats, domestic birds in cages, fish, lizards or bunnies in cages/tanks.
- b. Household pets shall be raised inside the home, and shall not be kept outside for exorbitant periods of time or to the annoyance of neighbors.
- c. Pets are not permitted to roam free.
- d. Dog runs shall be placed in the rear, totally screened and with no chain link fence.
- e. Dog runs are not permitted on lake lots.
- f. Dog owners shall promptly clean up after their dogs.

Section 16. Applicability of Use Restrictions. The use restrictions of this Article are applicable to all of the properties within the Country Club development.

Section 17. Relationship of Use Restrictions to Other Provisions of Master Declaration. The use restrictions of this Article are not intended to restrict or limit any other provision of the Master Declaration, as previously amended by the First Amendment referenced above. However, in the event of any conflict between any of the provisions of the Master Declaration, as previously amended, and the provisions this Article, the provisions of this Article shall control.

ARTICLE II

The invalidation of any one of the provisions set forth in this instrument or of any provision of the Master Declaration by any court of competent jurisdiction shall, in no way, affect any other provisions of this instrument, or of the Master Declaration, or of any Amendments thereto including this Amendment.

ARTICLE III

Except as provided herein, the terms, conditions and provisions of the Master Declaration, as previously amended, remain unchanged.

COUNTRY CLUB OWNERS ASSOCIATION

By: Mark Miller
Mark Miller, President

By: Craig Rowles
Craig Rowles, Secretary

CERTIFICATION

We, Mark Miller and Craig Rowles, hereby state that we are respectively the President and Secretary of Country Club Owners Association. Pursuant to Article X, Section 2, of the Master Declaration, we hereby certify that the amendments to the Master Declaration set forth in this instrument have been approved by a two-thirds majority of the then outstanding votes of the Country Club membership.

COUNTRY CLUB OWNERS ASSOCIATION

By: Mark Miller
Mark Miller, President

By: Craig Rowles
Craig Rowles, Secretary

STATE OF IOWA, COUNTY OF DALLAS

This record was acknowledged before me on July 27th, 2016, by Mark Miller and Craig Rowles, as President and Secretary respectively of Country Club Owners Association.



Carol K. Hoots
Notary Public

RESOLUTION APPROVING SECOND AMENDMENT TO MASTER DECLARATION
OF
COVENANTS FOR COUNTRY CLUB

WHEREAS, a certain Master Declaration of Covenants for Country Club (“Master Declaration”) was recorded on October 10, 1988, in Book 5966 at Page 35, in the records of the Polk County Recorder; and

WHEREAS, the Master Declaration was previously amended by a First Amendment that was recorded on November 24, 2009, in Book 13287 Page 155 in the records of the Polk County Recorder; and

WHEREAS, pursuant to Article X, Section 2, of the Master Declaration, the Master Declaration may be amended at any time by an instrument recorded in the office of the Polk County Recorder, containing a certification by the President and Secretary of the Association that the amendments have been approved by a two-thirds majority of the then outstanding votes, provided that any amendment affecting the rights of the City of Clive must be approved by the City; and


WHEREAS, the President and Secretary of the Association have certified to the City that the amendments have been approved by two-thirds majority of the outstanding votes; and

WHEREAS, the City of Clive desires to approve the Second Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA:

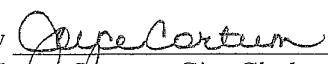
That the Second Amendment to the Master Declaration submitted by the Association is hereby approved and accepted by the City of Clive, and this Resolution shall constitute the required written approval of the City of the Second Amendment.

PASSED AND APPROVED this 11 day of August, 2016.

By: 

Scott Cirksena, Mayor

ATTEST:

By: 

Joyce Cortum, City Clerk

CERTIFICATION OF APPROVAL BY CITY OF CLIVE

I, Joyce Cortum, state that I am the City Clerk of the City of Clive, Iowa. I hereby certify that this instrument has been approved by the City of Clive pursuant to a duly enacted resolution of the City Council on August 11, 2016.

CITY OF CLIVE, IOWA

By: Joyce Cortum
_____, City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on August 15, 2016, by Joyce Cortum, as City Clerk of the City of Clive, Iowa.



Matthew Graham

Notary Public