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BK 13287 PG 155-158

Return to:
Joyce Cortum, Deputy City Clerk
City of Clive
1900 NW 114th St.
Clive, IA 50325

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PREPARED BY: Louis R. Hockenberg, Esq., Sullivan & Ward, P.C., 6601 Westown Pkwy, Ste 200, West Des Moines, IA 50266-7733 515.247.4702

AMENDMENT TO MASTER DECLARATION
OF COVENANTS FOR COUNTRY CLUB

This First Amendment is made and executed this 4th day of September 2009, by Country Club Owners Association, hereinafter referred to as the "Association",

WITNESSETH:

WHEREAS, Iowa Realty Co., Inc. caused a certain Master Declaration of Covenants for Country Club ("Master Declaration") to be recorded on October 10, 1988, in Book 5966 at Page 35, with the Office of the Polk County Recorder whereunder it referred to itself to as the "Declarant", and

WHEREAS, Iowa Realty Co., Inc. caused certain Building Restrictions and Protective Covenants to be recorded with respect to the various plats within Country Club whereunder it referred to itself as the "Grantor",

WHEREAS, Iowa Realty Co., Inc. has assigned all of its right, title, and interest and status under the Master Declaration and under the various Building Restrictions and Protective Covenants to the Association, and

WHEREAS, the Master Declaration expire on October 10, renewed, and

WHEREAS, the Association has approved this instrument, and the President and Secretary of the Association hereby certify that this instrument has been approved by two-thirds of the outstanding votes within the Association, and

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attested by City of Clive

WHEREAS, the Association hereby records this instrument for the purpose of preserving the value of properties within Country Club and for the purpose of preserving the values of the amenities within Country Club including but not limited to the dam, lakes, Common Facilities, and Common Areas all of which have been defined in the Master Declaration, and

WHEREAS, the Association declares that all of the Properties within Country Club including but not limited to the dam, lakes, Common Facilities, Common Areas, and the various platted and unplatted lots within Country Club and all portions thereof shall be subject to the terms, conditions, restrictions, covenants, easements, charges, liens, and other provisions hereof and as set forth below:

ARTICLE I

All references to "Declarant", to "Association", and to "Grantor" under the Master Declaration and under the Building Restrictions and Protective Covenants refer to Association. The provisions of Article I, Section 5 of the Master Declaration is hereby amended to clarify that "Declarant" shall mean and refer to the Association.

ARTICLE II

As stated in the various Building Restrictions and Protective Covenants ("Building Restrictions") that have been recorded in the office of the Polk County Recorder; the terms and conditions of the Master Declaration and of this instrument are incorporated in the various Building Restrictions and Protective Covenants. If there are any inconsistencies between the Master Declaration as amended herein and the Building Restrictions; then the provisions of the Master Declaration and all Amendments, including this Amendment control.

ARTICLE III

The Master Declaration and the terms and conditions of this instrument shall run with the land and shall be binding upon all parties and all persons having an interest in Country Club and in the various plats, subdivisions, and portions thereof until October 1, 2030, at which time the Master Declaration and the terms and conditions of this instrument shall be automatically extended for successive ten year periods of time unless two-thirds of the then outstanding votes of the Association, by written instrument filed in the Office of the Polk County Recorder, change, amend, and modify the Master Declaration and this instrument.

ARTICLE IV

The provisions of Article VI of the Master Declaration are hereby amended to add the following provisions which provisions shall control any conflicting or ambiguous provisions dealing with the following subject matter:

Section 6. Shoreline - Lake Lots. The Owner of any Lot which abuts Outlot A in Country Club Plat No. 1 (which Outlot contains the lake and shoreline) shall maintain his or her Lot, in good repair, adjacent to the lake and to the shoreline including but not limited to mowing, seeding and sodding. Such maintenance shall be performed according to rules and regulations established by the Board of Directors of the Association. If any Owner fails to fulfill his or her maintenance responsibilities hereunder, the Association may perform such needed maintenance and assess the cost thereof to the Owner or Owners of the Lot.

The Association shall be responsible for maintaining the shoreline including rip rap (and other like reinforcement of the shoreline) weed control, removal of debris and all other necessary repairs, maintenance and replacements.

ARTICLE V

The provisions of Article IX, Section 1 of the Master Declaration are stricken, and the following is inserted in lieu thereof:

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the right to adopt Rules and Regulations governing the Common Areas, Common Facilities, and roofing materials, and such Rules shall be observed and obeyed by the Owners, their guests, licensees, lessees, and assigns. Such Rules and Regulations shall be effective after giving 45 days advanced written notice to the Members. Provided, no such Rules or Regulations adopted by the Board of Directors shall, in any way, modify, amend, repeal or alter the provisions of Section 1, 2, and 4 of this Article.

ARTICLE VI

The provisions of Article IX of the Master Declaration are hereby amended by adding the following provisions:

Section 8. Maintenance Responsibilities. The Owner of any Lot shall maintain his or her Lot as well as all improvements thereon in good repair at all times and shall remove any debris or offensive material therefrom, except as may be provided in the Rules and Regulations promulgated by the Board of Directors of the Association or except as provided herein. In the event that any Owner fails to fulfill his or her responsibilities hereunder, then the Association may take such appropriate action to exercise its enforcement rights hereunder.

Section 9. Roofing Materials. The Association and the Members deem roofing materials to be an issue affecting the whole of Country Club and therefore the Association, through its Board of Directors shall establish by rules and regulations such uniform standards with respect to roofing materials to be installed within Country Club, so as to provide architectural and aesthetic consistency within Country Club.

