

**SIXTH AMENDMENT TO
DECLARATION OF SUBMISSION OF PROPERTY
TO HORIZONTAL PROPERTY REGIME
FOR
JORDAN CREEK CONDOMINIUMS OWNERS ASSOCIATION, INC.
And shall be known as per Amended Articles of Incorporation
filed September 19, 2014 with the Secretary of State of Iowa
F/K/A
BELLA SOUTH CONDOMINIUMS
a/k/a BELLA SOUTH OWNERS ASSOCIATION, INC.**

Prepared by and Return to:
Association Management Services, llc.
Jane Shipman
8450 Hickman Road, Suite 9 Clive, Iowa 50325
(515) 331-8003

Declarant:
Jordan Creek Premier I, llc.
As recorded July 10, 2013, in Dallas County, Iowa Book 2013 Page 12845, "Exhibit A".

Legal Description: Lot 1, Bella South Plat 1, an Official Plat, now included in and forming a part of the City of West Des Moines, Dallas County, Iowa.

Document or instrument number if applicable: Book 2006, Page 7289; Book 2010, Page 714; Book 2011, Page 11463; Book 2012, Page 8004

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FOR
JORDAN CREEK CONDOMINIUMS OWNERS ASSOCIATION, INC.
F/K/A
BELLA SOUTH CONDOMINIUMS**

This Sixth Amendment to Declaration of Submission of Property to Horizontal Property Regime for Jordan Creek Condominiums Owners Association, Inc. is made this 31st day of July, 2018, by 67% affirmative vote of homeowners, and affirmation of Jordan Creek Premier I, llc., ("Declarant").

RECITALS

WHEREAS, a Declaration of Submission of Property to Horizontal Property Regime for Bella South Condominiums was filed May 3, 2006, in Book 2006, Page 7289, of the Dallas County records (the "Declaration"), by Bella South, L.L.C., the original "Declarant", as defined in the Declaration;

WHEREAS, Bella South, L.L.C., did quit claim and convey to Jordan Creek Condominiums, LLC a/k/a Jordan Creek Condominiums, L.L.C., all of its rights as "Declarant" under the Declaration;

WHEREAS, Jordan Creek Condominiums, LLC a/k/a Jordan Creek Condominiums, L.L.C., subsequently conveyed to Clearwater Land, L.L.C., all of its rights as "Declarant" under the Declaration, pursuant to a Warranty Deed dated March 23, 2012, recorded March 29, 2012, in Book 2012, Page 4779, of the Dallas County Recorder's Office, and then re-recorded to correct the legal description on April 12, 2012, in Book 2012, Page 5665, of the Dallas County Recorder's Office.

WHEREAS, Jordan Creek Condominiums, L.L.C. as Declarant, and pursuant to the Declaration, has filed three Amendments to the Declaration, namely, a First Amendment filed January 22, 2010, in Book 2010, Page 714; a Second Amendment filed March 12, 2010, in Book 2010, Page 2456; and a Third Amendment that was mistakenly titled "Second Amendment" filed September 9, 2011, in Book 2011, Page 11463; and a Fourth Amendment dated May 9, 2012, filed May 21, 2012, in Book 2012, Page 8004, all in the Dallas County records;

WHEREAS, Clearwater Land, L.L.C. as Declarant, and pursuant to the Declaration, has filed an additional Amendment to the Declaration, namely, Fifth Amendment filed July 9, 2013, in Book 2013, Page 12739, under the name of "BELLA SOUTH CONDOMINIUMS", to include Exhibit "A" AMENDED AND RESTATED BYLAWS OF BELLA SOUTH OWNERS ASSOCIATION, in the Dallas County records;

WHEREAS, Jordan Creek Condominiums Owners Association, f/k/a Bella South Condominiums, and with approval of Jordan Creek Premier I, llc. as “Declarant”, and pursuant to the Declaration, has filed a POLICY RESOLUTION FOR RULES AND REGULATIONS, FILED July 21, 2015, Book 2015, Page 11597, to replace any current Rules and Regulations originally recorded with the FIFTH AMENDMENT, adopted by the Board of Directors on March 4, 2013 filed in the Dallas County records;

WHEREAS, Jordan Creek Condominiums Owners Association, f/k/a Bella South Condominiums, and with approval of Jordan Creek Premier I, llc. as “Declarant”, and pursuant to the Declaration, has filed a POLICY RESOLUTION FOR RULES AND REGULATIONS, RENTAL OF UNITS, RENTAL UNIT ADDITIONAL REQUIREMENTS, ADDITION TO RULES AND REGULATIONS, filed July 21, 2015, Book 2015, Page 11598, to enact as an additional policy filed in the Dallas County records;

WHEREAS, in accordance with the Declaration, the Homeowners and Declarant desires to further amend the Declaration as set forth below.

THEREFORE, THE DECLARATION IS HEREBY AMENDED AS FOLLOWS:

1. The **FIRST AMENDMENT** to the Declaration filed January 22, 2010, Book 2010, Page 714, of the Dallas County records, Section 1, Paragraph (1)-**Definitions, “Records”**, is hereby amended to read as:
“Records” means the real property records of the Recorder of Dallas County, Iowa, and any and all other official public records relating to ownership, use, and transfer of real estate located in Dallas County, Iowa.
2. The **FIRST AMENDMENT** to the Declaration filed January 22, 2010, Book 2010, Page 714, of the Dallas County records, **Section 1, Paragraph (16-a) Owners’ Maintenance Responsibility.**, is hereby amended and to read as:
Except as otherwise provided in this Declaration and subject to paragraphs 16.b and 16.c, each Owner shall be responsible for the maintenance, repair, alteration, remodeling, and replacement of said Owner’s Unit. For purposes of maintenance, repair, replacement, alteration, and remodeling, an Owner shall have the right and obligation to maintain, repair, alter, and remodel the electrical and plumbing equipment that exclusively serves the Unit, the interior non-supporting walls, and the materials (such as, but not limited to, plaster, gypsum dry wall, paneling, wallpaper, paint, wall and floor tile, and flooring, but not including the subflooring) making up the finished surfaces of the walls, ceilings, and floors within the Unit, and the doors and windows included in the Unit. Repair and maintenance of the patios, balconies, and decks and any other Limited Common Elements shall be performed solely by the Association, and the expense thereof shall be a

Common Expense unless the repair or replacement is required as a result of the negligence of a Unit Owner or Guests, in which event the Unit Owner shall be responsible for the expense. Further, repair or replacement of the electrical and plumbing systems of a Unit shall be performed solely by the Owner.

No Owner shall make any changes or alterations of any type or kind to the exterior surfaces of the perimeter doors or windows to a Unit nor to any General Common Elements, nor shall any Owner make any changes or alterations to any patio, balcony, or deck appurtenant to such Owner's Unit without the prior consent of the Association.

The Owner shall not be deemed to own the Utilities running through the Owner's Unit that serve one or more other Units. Each Owner shall have the obligation to replace any finishing or other materials removed with materials of similar quality or better quality than those removed. An Owner shall maintain and keep the Owner's Unit in good repair and in a clean safe, attractive, and sightly condition, including the fixtures and the surfaces of the doors and windows of the Unit. Also, an Owner shall keep in a neat and clean condition the inferior surfaces of any deck, balcony, and/or patio areas adjoining and/or leading to the Owner's Unit that are Limited Common Elements appurtenant to such Owner's Unit. The Association shall be responsible for repair, replacement, and maintenance of all Limited Common Elements. All fixtures, appliances, and equipment installed within a Unit, commencing at a point where they connect to the Utilities, shall be maintained and kept to repair by the Owner thereof. The HVAC equipment serving the Unit shall be repaired, maintained, or replaced solely by the Unit Owner of which it services. If any Owner fails to carry out or neglects the responsibilities set forth in this paragraph, the Board or the Managing Agent may fulfill the same and charge such Owner therefor. Any expense incurred by an Owner under this paragraph shall be the sole responsibility of said Owner.

Association shall have the power to enforce Reimbursement Assessment in accordance with the provisions of paragraph 24. If any such Reimbursement Assessment results from the need to provide reimbursement for any expenditure of funds by the Association, the amount of such assessment shall bear interest from the date the expenditure was made at a rate equal to the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law.

3. The **FIFTH AMENDMENT** to the Declaration, filed July 9, 2013, in Book 2013, Page 12739, of the Dallas County records, is hereby amended to read as:
"FIFTH AMENDMENT TO DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME FOR JORDAN CREEK CONDOMINIUMS OWNERS ASSOCIATION, INC". Any reference to "Bella South Condominiums" shall be stricken and replaced with "Jordan Creek Condominiums Owners Association, Inc.".

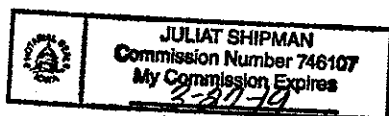
IN WITNESS THEREOF, the Declarant has caused this Sixth Amendment to Declaration to be executed as of the date first written above.

In all other respects, the Declaration, as amended, shall remain unaltered and in full force and effect.

Jordan Creek Condominiums Owners Association, Inc.

Jennifer Zipprian
Jennifer Zipprian, President

Subscribed and sworn to, and acknowledged, before me this 1st day of August, 2018,
by **Jennifer Zipprian**, the **President** of the nonprofit corporation executing this instrument,
signed on behalf of Jordan Creek Condominiums Owners Association, Inc., by authority of its
members.



Juliát Shipman
Notary Public in and for State of Iowa