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Polk County, Iowa
Julie M. Haggerty RECORDER
Number: 202600059659
BK: 20670 PG: 515

Prepared by:

Jeff Horner
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PO Box #1265
Ankeny, IA 50021
515-304-7242

After recording return to:

Property Management by Design
1011 North Ankeny Blvd
PO Box #1265
Ankeny, Iowa 50021

Grantor:

Valley Green Townhomes Owners Association, Inc.

Grantees:

The owners of the real property described below

Document title:

First Amendment to Declaration of Covenants,
Conditions and Restrictions for Valley Green
Townhomes

Legal description:

Lots 1 through 11, Lots G-1 through G-11, and Outlot
X in Valley Green Townhomes, an Official Plat, now
included in and forming a part of the City of West Des
Moines, Polk County, Iowa.

First Amendment to Declaration of Covenants Conditions and Restrictions

Valley Green Townhomes

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Valley Green Townhomes (the "First Amendment") is made effective upon recording in the Office of the Recorder of Polk County, Iowa.

Recitals

A. Savannah Homes, Inc. executed the Declaration of Covenants, Conditions and Restrictions for Valley Green Townhomes dated September 15, 1998, and recorded September 28, 1998, in Book 8018, beginning at Page 288, in the Office of the Recorder of Polk County, Iowa (the "Declaration").

B. The Declaration applies to the real property legally described above (the "Properties").

C. Valley Green Townhomes Owners Association, Inc. (the "Association") is the nonprofit owners association identified in the Declaration and administers the Declaration for the Properties.

D. Article 16, Section C of the Declaration provides that the Declaration may be amended by an instrument recorded in the Office of the Recorder of Polk County, Iowa, and signed or approved in writing by two-thirds (2/3) of the Owners entitled to vote in the Association.

E. The Association certifies that this First Amendment has been approved in writing by Owners holding not less than two-thirds (2/3) of the votes entitled to be cast in the Association.

NOW, THEREFORE, the Declaration is amended as follows:

1 Rental Prohibition

Article 12 of the Declaration is amended by adding the following new paragraph W:

W. Owner Occupancy and Prohibition on Rentals. Each Living Unit shall be used and occupied only as a private residence by its Owner, together with members of the Owner's household and the Owner's temporary guests. No Owner shall lease, rent, sublease, license, or otherwise grant to another person, whether orally or in writing, the right to occupy all or any part of a Townhome Lot or Living Unit in exchange for rent, compensation, services, or other consideration. This prohibition applies to all arrangements for occupancy, including long-term leases, month-to-month tenancies, short-term rentals, vacation rentals, room rentals, and occupancy advertised or arranged through an online platform. A temporary guest does not become a tenant merely by occupying the Living Unit while the Owner also occupies it, provided that the guest does not pay rent or other consideration for the occupancy. No lease, renewal, extension, or new rental arrangement may begin on or after the effective date of this First Amendment. Any written lease lawfully in effect before the effective date may continue only through its stated expiration date, may not be extended or renewed, and must be documented to the Association within thirty (30) days after written request. This paragraph does not prevent occupancy by a purchaser following acquisition of title through a bona fide sale, by a lender or successor following foreclosure or deed in lieu of foreclosure, or by a court-appointed fiduciary while administering an estate, guardianship, conservatorship, or receivership; however, any later occupancy arrangement remains subject to this paragraph.

2 Reverse Mortgage Prohibition

Article 12 of the Declaration is further amended by adding the following new paragraph X:

X. Prohibition on Reverse Mortgages. No Owner shall create, grant, enter into, or permit to be recorded against a Townhome Lot or Living Unit any reverse mortgage, home equity conversion mortgage, or other mortgage or security instrument under which repayment is deferred and the debt

ordinarily becomes due upon the death of the borrower, the permanent departure of the borrower from the Living Unit, the sale or transfer of the Townhome Lot, or another maturity event associated with a reverse-mortgage loan. This paragraph applies only to a mortgage or security instrument created on or after the effective date of this First Amendment. Nothing in this First Amendment invalidates or impairs the validity, priority, enforceability, or remedies of any mortgage or other lien recorded before the effective date of this First Amendment. This paragraph does not prohibit a conventional purchase-money mortgage, refinance mortgage, home-equity loan, or home-equity line of credit that is not a reverse mortgage.

3 Enforcement

The Association and any Owner shall have all enforcement rights and remedies provided by the Declaration and applicable law for a violation or threatened violation of this First Amendment, including injunctive relief. The remedies stated in this First Amendment are cumulative and do not limit any other remedy available under the Declaration or applicable law.

4 No Other Changes

Except as expressly amended by this First Amendment, the Declaration remains unchanged and in full force and effect. If a provision of this First Amendment conflicts with the Declaration, this First Amendment controls.

5 Severability

If any provision of this First Amendment is held invalid or unenforceable, the remaining provisions shall remain in full force and effect to the greatest extent permitted by law.

6 Effective Date

This First Amendment is effective upon its recording in the Office of the Recorder of Polk County, Iowa.

IN WITNESS WHEREOF, the undersigned officers certify that this First Amendment was duly approved as required by Article 16, Section C of the Declaration and have executed it on behalf of the Association on the date written below.

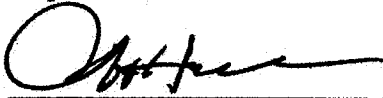
VALLEY GREEN TOWNHOMES OWNERS ASSOCIATION, INC.

By: <u>David J. Brummel</u>	Date: <u>9-23-2026</u>
Printed name: <u>David J. Brummel</u>	Title: President
By: <u>Margo S. Kendrick</u>	Date: <u>9/23/2026</u>
Printed name: <u>Margo S. Kendrick</u>	Title: Secretary

Acknowledgment

STATE OF IOWA)
) ss:
COUNTY OF POLK)

This instrument was acknowledged before me on September 23, 2026, by David Brommel and _____, as President and Secretary, respectively, of Valley Green Townhomes Owners Association, Inc., an Iowa nonprofit corporation, on behalf of the corporation.



Notary Public in and for the State of Iowa
My commission expires: 6/12/2027



Association Certification of Owner Approval

The undersigned President and Secretary certify that Owners holding at least two-thirds (2/3) of the votes entitled to be cast in Valley Green Townhomes Owners Association, Inc. approved this First Amendment in writing in accordance with Article 16, Section C of the Declaration. The Association shall retain the written approvals, ballots, proxies, meeting minutes, and related records in its corporate records.

By: David J. Brommel

Date: 9-23-2026

Printed name: David J. Brommel

Title: President

By: Margo S. Kendrick

Date: 9/23/2026

Printed name: Margo S. Kendrick

Title: Secretary