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Polk County, Iowa
Julie M. Haggerty RECORDER
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Prepared by/ Return to: Orton Homes, L.L.C., 2208 Woodlands Parkway, Clive, Iowa 50325, 515-528-8123

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR
WINDSOR VILLAGE PLAT 3.**

THIS AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR WINDSOR VILLAGE PLAT 3 ("Amendment") is made on this 13 day of July, 2018 by the undersigned Declarants of the Addition. This Amendment relates to the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Windsor Village Plat 3 ("Declaration") originally filed May 1, 2017 in Book 16460 at Page 673 of the records of the Polk County Recorder regarding the following described real estate:

Lots 1 through 32, inclusive, and Outlot "Z" in Windsor Village Plat 3, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa (the "Addition").

WHEREAS, Paragraph 8.13 of the Declaration authorizes the amendment of the Declaration; and

WHEREAS, the Declarant set forth hereinafter hereby makes the following amendments to the Declaration:

I.Paragraph 1.02(n) (Unit) shall be deleted in its entirety and replaced with the following:

(n) "Unit" or "Living Unit" shall mean the dwelling constructed on any Lot and all structures, improvements and equipment located thereon including the heating and air conditioning systems and any partitions and interior walls and to the point at which the Unit's drywall connects to a lumber frame attached to a common wall which is appurtenant to another Unit.

II.

Paragraph 6.01 (Maintenance by Owners) shall be deleted in its entirety and replaced with the following:

6.01 Maintenance by Owners. The Owner of each Lot shall furnish and be responsible for, at the Owner's own expense, all maintenance and repairs of the Owner's Lot and all structures, improvements, and equipment located thereon including decorating and replacements within the Owner's Living Unit, the heating and air conditioning systems and any partitions and interior walls appurtenant to the Living Unit, but excluding the Association Responsibility Elements. The Owner shall be responsible for the maintenance, repair and replacement of all windows in the Owner's Living Unit, the doors leading into the Living Unit, all electrical fixtures located on the exterior of the Living Unit, and any and all other maintenance, repair, and replacements of the improvements, including decks, patios and stoops, including snow removal therefrom, shrubs, flowers, trees, plantings, gardens, and other landscaping on the Owner's Lot unless otherwise provided herein. The Owner shall also be responsible for the maintenance, repair, and replacement of all electrical wiring from the main electrical box to the Owner's Living Unit, notwithstanding the fact that such wiring crosses a Common Element or is located off-premises from the Owner's Lot. The Owner shall be responsible for maintaining exterior light fixtures of the Living Unit, including replacement of the light bulbs, and the Owner shall keep such light fixtures illuminated from dusk to dawn daily. In the event an Owner's Living Unit is appurtenant to a common wall serving other Units, each Owner shall be responsible for, at the Owner's expense, all maintenance and repairs of the common wall to the point at which the drywall on each Owner's Living Unit connects to a common wall serving another Unit. If the portion of common wall maintained by the Owner is damaged or destroyed, the owner of either Living Unit may restore it, and shall have an easement over the adjoining Living Unit reasonably necessary for such restoration, and the Owner of the adjoining Living Unit shall contribute to the cost of restoration on an equal basis, without prejudice, however, subject to the right of any such owner to call for a larger contribution from the other owner under any rule of law regarding liability for negligent or willful acts or omissions. Each Owner of a Living Unit agrees to indemnify and hold harmless the owner of the adjoining Living Unit from any mechanic's liens arising from work done or material supplied for repairs, replacements, or improvements solely to the owner's own Living Unit. No owner of a Living Unit shall in any way alter or change the common wall, interior decorations excepted, or any of the pipes, conduits, ducts, insulation or special components located therein without the consent of the Owner of the other Living Unit.

To the extent that equipment, facilities, and fixtures (including fences) within any Lot shall be connected to similar equipment, facilities, or fixtures affecting or serving other Lots, the

use thereof by the Owner of such Lot shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or Board of Directors shall be entitled to reasonable access to any Lot as may be required in connection with the maintenance, repairs or replacements of or to any equipment, facilities or fixtures affecting or serving other Lots.

Any repair or replacement of an exterior structure, improvement, or equipment (including without limitation, decks and fences) shall be constructed in accordance with local ordinances and building codes.

III.

Paragraph 6.03 (Maintenance Obligations of Association) shall be deleted in its entirety and replaced with the following:

6.03 Maintenance Obligations of Association. In addition to maintenance upon the private streets, driveways, and sidewalks, the Association shall provide all maintenance, repair, and 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, the interior of the common walls adjacent to and serving two Living Units from the point at which the lumber is connected to the drywall within the Living Unit and other exterior Improvements, lawns, shrubs and excluding any lawns, shrubs, etc within any fenced area, trees, trash removal and snow removal (but excluding the stoops located at the entrances of any Living Unit). In the case of lawns, shrubs, trees, and other elements of landscaping, the Association shall perform all necessary repairs, replacement, and maintenance thereof in a manner similar to and in accordance with the appearance of the existing landscape, taking into account determining factors such as availability, age, and reasonableness as regard to the level of maturity and development of the landscaping at the time of the repair, replacement, of maintenance activity.

EXCEPT AS AMENDED HEREBY, the Declaration remains unchanged and in full force and effect.

DATED this 13 day of July, 2018.

(Signature page to follow)

ORTON HOMES, L.L.C.

By: [Signature]

Printed Name: Robert Orton

Title: Manager

STATE OF IOWA)
COUNTY OF Polk)ss:

This record was acknowledged before me on July 13, 2018, 2018 by Robert Orton as Manager of Orton Homes, L.L.C., an Iowa limited liability company.

[Signature]
Signature of Notary Public

Emma Bingham
Printed Name of Notary Public

