

Warren County, Iowa  
Recorded: 6/1/2026 at 10:29:17.0 AM  
Jordyn M. Hill, RECORDER  
Number: 2026-04815  
County Recording Fee: \$17.00  
Iowa E-Filing Fee: \$3.32  
Combined Fee: \$20.32  
Revenue Tax:

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Prepared by/Return to: Dawn Takekawa, AT0009273  
1610 SW Main Street, Ste 207, Ankeny, Iowa 50023. (515) 964-2000 [dawn@ankenylawyer.com](mailto:dawn@ankenylawyer.com)

### COVENANT RESTRICTING RENTAL OF PROPERTY

This Covenant Restricting Rental of Property is made and entered into as of the 21<sup>st</sup> day of May, 2026, by Villas at Orchard Hills Homeowners Association (“Declarant” / “Association”) pursuant to a meeting held on 4-21-2025 wherein, pursuant to Article 11 of the Declaration, the Association voted to amend the covenants as follows:

**1. PURPOSE.** This Covenant is established to preserve the residential character of the community, promote stability of ownership, and protect property values by limiting the number of Lots that may be leased or rented.

**2. APPLICABILITY.** This Covenant applies to all real property described as:

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This Covenant shall run with the land and be binding upon all Owners, their heirs, successors, and assigns.

### 3. DEFINITIONS

**3.1 “Owner”** – The record owner of fee simple title to a Lot.

**3.2 “Lots”** – Any residential structure intended for independent occupancy.

**3.3 “Lease” or “Rental”** – Any agreement (written or oral) granting occupancy rights to a non-owner in exchange for consideration.

### 4. RENTAL CAP

**4.1 Maximum Percentage.** No more than ten percent (10%) of the total number of Lots within the Property may be leased or rented at any given time.

**4.2 Calculation.** The total number of permitted rental units shall be determined by multiplying the total number of Lots by 0.10 and rounding down to the nearest whole number.

## **5. LEASING RESTRICTIONS**

**5.1 Approval Requirement.** No Owner may lease a Lot without prior written approval from the Association or its designated board.

**5.2 Waiting List.** If the rental cap has been reached, Owners seeking to lease their Lot shall be placed on a waiting list in the order requests are received.

**5.3 Minimum Lease Term.** All leases must be for a minimum term of twelve (12) months.

**5.4 Written Lease Requirement.** All leases must be in writing and must require tenants to comply with all governing documents of the Association.

**5.5 Owner Responsibility** Owners remain responsible for compliance with this Declaration and for the conduct of their tenants.

## **6. EXCEPTIONS**

The following shall not count toward the rental cap:

**6.1** Leasing to immediate family members

**6.2** Temporary hardship exceptions granted by the Association (e.g., job relocation, military deployment)

**6.3** Mortgagee-in-possession or foreclosure-related occupancy

**7. GRANDFATHERING.** Any Lot legally leased prior to the recording of this Covenant may continue to be leased until the transfer of ownership. After such time, the Lot shall comply with this Covenant.

## **8. ENFORCEMENT**

**8.1** The Association shall have the authority to enforce this Covenant by:

- Denying leasing requests
- Imposing fines or penalties
- Seeking injunctive relief or legal action

**8.2** In the event of a violation, the Association may require termination of any non-compliant lease.

**9. AMENDMENT.** This Covenant may be amended only by approval of at least \_\_\_% of the Owners and recorded in the Office of the County Recorder in the county where the Property is located.

**10. SEVERABILITY.** If any provision of this Covenant is held invalid, the remainder shall remain in full force and effect.

**11. EFFECTIVE DATE.** This Covenant shall become effective upon recording with the County Recorder.

