

Prepared by/after recording return to: Christopher R. Pose, 317 6th Ave., Ste. 300, Des Moines, IA 50309 (515) 243-8157

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TWIN GATES TOWNHOMES**

THIS DECLARATION is made on the date hereinafter set forth by the Twin Gates Plat 1 Townhome Owners Association, Inc. (“Association”), its successors and assigns, a non-profit corporation organized pursuant to Chapter 504A of the Code of Iowa as amended.

WITNESSETH:

WHEREAS, the Association held a meeting on the ____ day of _____, 2015, at which the members were invited to vote on the enclosed amendments.

Requisite notice as required by the Declaration was given and a vote in favor of the following amendments was approved. A copy of the minutes of the meeting is attached as Exhibit “A” hereto.

NOW THEREFORE, the Association amends the Declaration as follows:

1. Section 1(C)(5) of the Declaration is deleted in its entirety and in its place the following new Section 1(C)(5) is inserted:

The yard surrounding the residential or garage structure upon a Townhome Lot, except for approved tenant landscaping by the Board.

2. Section 1(F) is deleted in its entirety and in its place the following new Section 1(F) is inserted:

"Common Area shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned initially by the Association is described as:

Outlots U and W in Twin Gates Plat I an Official Plat now included in and forming a part of the City of Ankeny, Polk. County, Iowa; together with the

improvements located thereon including, but not limited to, park area, project signs and sprinkler system.

Common Area shall also include any real property (including landscaping and improvements thereto and thereon) owned and maintained in common by the Association and the Twin Gates Owners Association, Inc., including, but not limited to entrance, arms into the Twin Gates, developments for the use and benefit of the members of both Associations except for any Board-approved landscaping around an owner's unit. Once approved, that area is the owner's responsibility for maintenance.

Declarant will convey the Common Area to the Association at or about the time of conveyance of the first lot. Additional Common Area may be deeded to the Association at the time additional Townhome Lots are brought within the jurisdiction of the Association and this Declaration.

3. Section 4(F) of the Declaration is deleted in its entirety and in its place the following new Section 4(F) is inserted:

Notice of any regular meeting will be delivered to each member either through email or U.S. mail, as chosen by the member, at least 30 days in advance. Special meetings require notice to all members no less than 15 days prior to the meeting. Any meeting required for the purpose of voting on special assessments or an increase in dues requires at least a 30 day advance notice to all members. All notices are to specify the place, date and hour of the meeting. If an email address is provided by the member, this will be the default mode of communication for all notices unless the member otherwise notifies the Board in writing. It is the responsibility of all members with email addresses to notify the Association of their most current email address. If a member with an email address fails to keep the Association informed of their most current email, notice will be sent to the last email address on record. If it comes back undeliverable, the meeting notice will be sent via U.S. mail to the last address on record and will constitute due diligence on the behalf of the Association to notify the member of the upcoming meeting. If any member does not have an email address or does not wish to receive notices via email or does not provide their email address to the Board, all notices will be mailed to that member via U.S. mail at the member's last address appearing on the books of the Association. Quorum required for any action at any meeting will be satisfied by members entitled to cast a vote present at the meeting combined with proxies entitled to cast at that time.

4. Section 12(W) of the Declaration is deleted and in its place the following new Section 12(W) is inserted:

Garbage containers will be provided by the refuse hauler, as selected by the Association, to Townhome Lot Owners. No rubbish container or recycle bin shall be set out for pick up except one day prior to pick up day and must be taken from the curb within 24 hours of pick-up. No containers or recycle bins can be located on front patios and all members must store all containers inside of their garages (if owned) or out of public view.

5. A new Section 12(X) is added to the Declaration as follows:

Dogs. All dogs are to be kept on leashes at all times. Dogs are not allowed to be put on a leash and left out to roam the Common Area by themselves without their owner present at all times. Feces must be picked up immediately and at all times within the Common Area. The member will be financially responsible for any and all repair of any damage caused by their dog to any Association-owned elements including, but not limited to, the Common Area. As of the date of this Amendment, all current unit owners (and tenants) will be allowed to keep their dogs, the number of dogs and the weight of their dogs currently owned. However, moving forward as of this Amendment date, the following rules are mandated concerning dogs. Only one dog will be allowed per Unit. Therefore, if any current unit owner (or tenant), as of the date of this Amendment, has multiple dogs and one should become deceased or lost, that dog owner will not be allowed to replace that dog with another. No dog can be larger than approximately 45 lbs. No dog breed will be allowed that is typically considered to be an aggressive breed (specifically, but not limited to, German Shepherds, Doberman Pincers, Rottweiler's or Pit bulls). If any instance of aggression is shown by any dog at any time, it will be at the Board's sole discretion to require that owner to remove their dog from Twin Gates permanently. Tenants will not be allowed dogs under any circumstances.

TWIN GATES PLAT 1 TOWNHOME OWNERS
ASSOCIATION, INC.

By: _____
Name and Title: _____