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Iowa E-Filing Fee: \$3.00
Combined Fee: \$40.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

Prepared By: Brennan Block, 666 Grand Ave., Suite 2000, Des Moines, Iowa 50309, 515.242.2400
Return to: Brennan Block, 666 Grand Ave., Suite 2000, Des Moines, Iowa 50309, 515.242.2400

**FIRST AMENDMENT TO
THE BYLAWS OF
WOODLAND VALLEY ESTATES ASSOCIATION, INC.**

In accordance with the Iowa Nonprofit Corporation Act and Article 11 of the Bylaws (the “Bylaws”) of above-named corporation (the “Association”), the Bylaws of the Association are hereby amended as follows:

A new Article 15 is hereby added to the end of the Association’s Bylaws that states as follows:

15. EXCEPTIONS AND VARIANCES:

Notwithstanding any provision of the Declaration of Association of Woodland Valley Estates Subdivision in Madison County, Iowa to the contrary, the Board of Directors of Woodland Valley Estates Association, Inc. may fully and finally approve exceptions or variances for lot owners to the Association’s Declaration of Association on a case-by-case basis so long as any approved exception or variance stays within the parameters set forth in, or is otherwise materially consistent with, the Approved Covenant Exception Parameters document attached hereto as **Exhibit A**, which is hereby incorporated into the Bylaws of the Association. The approval of any exception or variance as provided herein shall not be constituted a formal change of covenants or requirements and will not be interpreted as establishing a precedent.

[SIGNATURE PAGE FOLLOWS]

The undersigned does hereby certify that this First Amendment to the Bylaws of the Association was duly adopted by the Association in accordance with its governing documents first effective as of the date of the undersigned's signature below.

**WOODLAND VALLEY ESTATES
ASSOCIATION, INC.**

Amanda DePhillips
By: Amanda DePhillips
Its: Secretary
Dated: 8/5/22

STATE OF IOWA, COUNTY OF Polk, ss:

This record was acknowledged before me this 5th day of August 2022
by Amanda DePhillips as Secretary of Woodland Valley Estates Association, Inc.,
an Iowa nonprofit corporation.

Susan J. Johnson
Signature of Notary Public

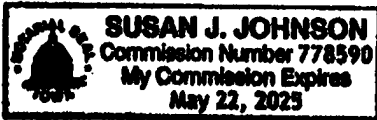


EXHIBIT A

APPROVED COVENANT EXCEPTION PARAMETERS

- Article 6.2 d: Remove
 - ~~Within one (1) year after seventy five percent (75%) of the Lots within Plats One and Two of the Subdivision are sold, the Declarant shall cause the private road known as 133rd Court within the Subdivision to have a Seal Coat Asphalt surface with a minimum thickness of four (4) inches installed thereon. The Declarant shall pay for one half (½) of the installation costs with the balance of the costs paid by the remaining Lot Owners within Plat One and Two of the Subdivision assessed on a gross lot acre owned basis.~~
- Article 6.3: Edit
 - Payment of common expenses shall be by assessments made by the Association against each lot and lot owner. Every assessment shall become due and payable within thirty (30) days after notice is given, unless the assessment by its own terms provides payments ~~The Association may provide that assessments~~ be payable monthly or at other intervals. If default is made in the payment of the installments, the Association may declare the entire annual assessment to be accelerated and to be immediately due and payable. If any lot owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof together with interest on the unpaid amount at twenty percent (20%) per annum or at the maximum rate as may then be permitted under the laws of the State of Iowa accruing from and after the date the common expenses become due and payable, shall constitute a lien on the interest of such lot owner in the Property and their lot from the first date that the interest provided by this Declaration begins to accrue. Additionally, the Association shall suspend the voting rights of a member for a period during which any assessment against said member's lot remains unpaid.
- Article 11: Edit
 - In addition to the remedies to enforce the lien provided in Article 6, the Association shall have the right to enforce the provisions of the Act, this Declaration and Exhibits hereto, and any Rules and Regulations properly adopted by the Association against an individual lot owner or the occupant of any lot. The Association is hereby authorized to levy against any lot in violation of this Declaration of Association an assessment penalty not to exceed \$100 for each day a violation of this Declaration continues beyond thirty (30) days after notice of a violation has been given by the Association to the owner of said lot by certified mail, return receipt requested, or delivered in writing by personal service. If the owner has not complied with the terms of this Declaration within thirty (30) days after receiving notice, ~~The~~ Association shall have the right to proceed at law or in equity to enforce any lien or any of the above items against the lot owner including an action for damages or Injunction. In the event of any such action, the lot owner

agrees to pay all costs including reasonable attorney's fees. In the event of any default by any lot owner under the terms of this Declaration, the Association shall have the right to correct such default and seek reimbursement from the lot owner. Any such costs, damages, or expenses in connection with this paragraph shall be a lien against the lot owner enforceable at law or in equity.

- Article 9.1 b: Edit

- ~~No hog-livestock~~ confinement, nursery or finishing structure, ~~cattle finishing structure, poultry laying or raising houses~~ shall be erected on any of the above described lots. ~~No farm animals, horses, livestock~~ or exotic animals will be allowed in the Subdivision. ~~No breeding or raising of animals of any kind will be allowed in the Subdivision.~~ Not more than ten (10) hens may be kept on a lot with a residence. Roosters may not be housed, raised or kept on any lot. The hens may be kept, during, and only during, such periods of time as the following requirements are met by the owner of the lot: (a) The hens are housed in one (1) enclosed, predator-resistant chicken house, the design, color and location of which have been approved by the Board; (b) The hens' movement on and about the lot is restricted to an area either surrounding or immediately adjacent to the chicken house, which area is surrounded on all sides by a predator-resistant fence, the design, color and location of which have been approved by the Board; and (c) The chicken house and the fenced area in which the hens are free to roam, are maintained by the owner of the lot so that they are clean and structurally sound and do not create foul odors that can easily be detected from nearby lots.

- Article 9.1 c: Edit

- ~~There will be a two dog and a two cat limit per household in the Subdivision. Dogs, cats, and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than two (2) dogs be maintained on any one lot at any one time.~~ When dogs are outside, they must always be either tied up, in fenced area or on a leash. Dogs must be kept inside at night and also kept inside when no one is home to attend the dog. Dogs must not be allowed to bark excessively. The Board has the authority to remove any pet from the Subdivision if it is determined to be a continual nuisance. ~~Cats must be kept in doors at all times.~~ All lot owners with more than two (2) dogs at the time of this amendment are grandfathered in and are allowed to keep their current dogs. However, upon each grandfathered dog's passing no additional dogs over the set two (2) dog maximum will be allowed to be acquired.

- Article 9.1 h: Edit

- Single story homes will be required to have ~~2000-1700~~ square feet of finished living space on the main (above grade) level. When there is at least ~~800-700~~ square feet of finished living space in the below grade level of the home, ~~+800-1500~~ square feet will be allowed as finished living space in the above grade level of the home. Story and one half homes will be required to have at least ~~2400-2100~~ square feet of

finished living space in the above grade levels of the home. Two story homes will be required to have at least ~~2600~~2300 square feet of finished living space in the above grade levels of the home

- Article 9.1 j: Edit
 - 60% of the front exterior of any structure must be constructed using brick, stone, ~~or acrylic stucco, or similar quality material~~. A combination of brick, stone, ~~or acrylic stucco, or similar quality material~~ is acceptable. The remaining 40% must be constructed using brick, stone, acrylic stucco or a high quality siding material such as wood, high quality vinyl, high quality steel, high quality concrete, slate, or comparable materials. No fiberboard, composite, masonite, or comparable type siding will be permitted. Thirty-year or better roofing shingles or comparable roofing systems are required.
- Article 9.1 second paragraph below l: Edit
 - All plans, architectural designs, and engineering, ~~and landscaping~~ is subject to approval by the Board. All final plans are subject to review by and the approval of the Board before any excavation or construction of any kind can commence. Completion of home construction must be within one year of construction start date.
- Article 9.1 third paragraph below l: Edit
 - Construction must be performed using top quality, new materials. All structures must be built in accordance with established building codes and must meet or surpass those codes. No manufactured housing, modular, or mobile home will be allowed to be erected in the Subdivision. No manufactured housing or mobile homes will be allowed in the development, stored or permanent. No pole buildings, metal buildings, or barns, ~~or sheds~~ will be allowed to be constructed in the Subdivision.
- Article 9.1 second paragraph below m: Edit
 - The Board must approve all driveway and home-site plans prior to any construction activity. ~~A hard asphalt or concrete surface is required on all driveways after a prescribed date that will be determined by the Board.~~
- Article 9.1 third paragraph below m: Edit
 - Driveways will have a finished surface no less than 12 feet wide ~~and no more than 22 feet wide~~. The width of the driveway right of way will be a minimum of 36 feet and a maximum of 66 feet. Any variance from these guidelines must be approved by the Board. Driveways must be maintained by the property owners and kept in good condition. Driveway right of ways must be kept mowed and snow must be removed on a regular basis.
- Article 9.1 fourth paragraph below m: Edit
 - Home-Site excavation must be engineered and designed to allow for minimum disturbance of the natural terrain. Home-Site area will be limited to 25% of the size of the lot. Home construction, detached garages, landscaping, and fencing will be

confined to this 25% area. All home site excavation plans must be approved by the Board. ~~All landscaping plans must be approved by the Board. Any variance from these guidelines must be approved by the Board.~~

- Article 9.1 fifth paragraph below m: Edit
 - Improvement of the out-lot areas of any lot in the Woodland Valley Estates Development is allowed. These improvements include, but are not limited to, mowing of existing grasses, removal of wild rose bushes, small hedge apple trees, locust trees, thistles, and damaging weeds of any kind. Removal of hedge apple, or locust trees that are 6" in diameter or larger must also be approved by the Board. Lot owners are permitted to plant in the out-lot area grasses, flowers, trees, bushes shrubs, or other green plants that will enhance the environment and the beauty of the development. Lot owners will be encouraged to plant prairie grasses, trees, and other flowering plants that are native to the Midwestern and Plains States areas of the United States, however planting of other suitable vegetation will be allowed. ~~All planting of vegetation and any other improvements in the out-lot areas must be approved by the Board.~~
- Article 9.1 p: Edit
 - If any lot owner decides to erect an interior or partition fence upon their lot, the total cost of installation of such fence shall be borne by this lot owner as well as the cost of all future maintenance of the fence. No adjoining lot owner shall be required to participate in the cost of the erection or maintenance of any fence. Any fence erected shall be the sole property of the lot owner and can be removed by such lot owner at their discretion. Nothing in this paragraph shall be deemed to preclude a fencing agreement between adjoining lot owners for erection and maintenance of a common fence; however, for any such common fence agreement to be enforceable upon future Lot owners, such fencing agreement must be in writing and filed of record in the Madison County Recorder's office in order to apprise prospective purchasers of their obligations with respect to such fencing. No chain link fence, snow fence or other temporary fence of any kind shall be permitted on any lot, except that a chain link fence may be permitted ~~around a dog run or tennis court~~ if it is coated in black vinyl. All fencing shall be limited to the area approved as the building site area, which will be limited to roughly 25% of the total land area of any lot located in the Woodland Valley Estates Subdivision.
- Article 9.1 u: Remove (repeat of info in c)
 - ~~No farm animals or exotic animals will be allowed in the Subdivision. Horses may be allowed following the Association approval of the terms and conditions thereof in accordance with the Association Rules and Regulations.~~
- Article 9.1 v: Remove (repeat of info in c)
 - ~~No breeding, or raising of animals of any kind will be allowed in the Subdivision.~~

- Article 9.1 w: Remove (repeat of info in c)
 - ~~There will be a two dog and a two cat limit per household in the Subdivision. When dogs are outside, they must always be either tied up, in fenced area or on a leash. Dogs must be kept inside at night and also kept inside when no one is home to attend the dog. Dogs must not be allowed to bark excessively. The Board has the authority to remove any pet from the Subdivision if it is determined to be a continual nuisance.~~
- Article 9.1 x: Remove (repeat of info in c)
 - ~~Cats must be kept in doors at all times.~~
- Article 9.1 y: Edit
 - ~~All propane tanks must be buried and~~ must be placed in a safe location. All propane tanks above 500 gallons in size must be buried. Any above ground propane tanks must be fenced in and shall not be visible from the main road or adjacent properties.
- Article 9.1 z: Remove
 - ~~All satellite dishes are to be located in areas of the home site that are not visible from the main development road.~~