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Revenue Tax: \$0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR
BUCK HAVEN ESTATES**

Preparer Information:

Bryan M. Loya
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Waukee, Iowa 50263
(515) 369-2502

Taxpayer Information:

N/A

Return Document To:

Wilson & Egge, P.C.
222 N.W. Sunrise Drive
Waukee, Iowa 50263

Grantor:

Buck Haven Estates, LLC

Grantee:

N/A

Legal Description:

Lots 1 through 9 in Buck Haven Estates, an Official Plat, Madison County, Iowa.

Document or instrument number of previously recorded documents:

Book 2021, Page 4278; Book 2024, Page 219

**SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR BUCK HAVEN ESTATES**

THIS SECOND AMENDMENT TO DECLARATION is made this 27th day of February, 2024.

WHEREAS, a Declaration of Covenants, Conditions, Easements and Restrictions for Buck Haven Estates was executed on October 12, 2021, by Buck Haven Estates, LLC, an Iowa limited liability company, and filed of record in Madison County, Iowa, on October 14, 2021, in Book 2021, Page 4278, as amended by Amendment to Declaration filed January 31, 2024, in Book 2024, Page 219 (hereinafter collectively the "Declaration").

WHEREAS, the undersigned Declarant, pursuant to rights granted under Article XII(F) and Article XIII(C) of the Declaration, being the owner of a Lot in Buck Haven, has elected to amend the Declaration as filed in accordance with the terms hereafter.

NOW, THEREFORE, the undersigned does hereby modify the Declaration as follows:

1. Article II(E) of the Declaration is hereby deleted in its entirety, and replaced with the following:
 - E. No livestock of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, other common household pets, and not more than three (3) horses may be kept so long as they are not kept, bred or maintained for commercial purposes, unless otherwise approved in writing by the Declarant. Dogs must be tied or fenced or kept in a dog run, which dog run must meet the requirements of paragraph J of Article III. Invisible fencing shall be permitted.
2. Article III(D) of the Declaration is hereby deleted in its entirety, and replaced with the following:
 - D. No building or structure shall be constructed, altered or maintained on any Lot unless it has a driveway running from a street to the dwelling, which must be of sufficient area to park at least two cars entirely off the street right-of-way. All driveways shall be constructed of concrete surfacing a minimum of fifty feet (50') from the entrance of any garage. The remainder of a driveway constructed on a Lot, commencing fifty feet (50') from the entrance of any garage and ending at the public right-of-way, may be rock, blacktop, concrete, or other generally accepted materials for driveway construction.
3. Article III(G) of the Declaration is hereby deleted in its entirety, and replaced with the following:
 - G. All roof material shall be slate, tile, cedar shakes, composition shingles, or stone coated steel. Composition shingles shall be architectural grade, with a minimum thirty-year (30) warranty. Shingle colors shall be muted earth tones and be compatible with and complimentary to the exterior materials and colors of the building structures.
4. Article III(I) of the Declaration is hereby deleted in its entirety, and replaced with the following:
 - I. Playhouses, utility buildings, storage sheds, or other similar structures shall be permitted; provided said structures shall not exceed twenty-four hundred (2,400) square feet in size unless otherwise approved in writing by the Declarant, and provided that the exterior and the roof of any such structure shall be construction of the same material, and have the same color and appearance as the residential dwelling on the same Lot. Pool houses shall be permitted, but shall not be erected upon any Lot unless the plan, design, size, building materials and location thereof shall have been first approved by the Declarant or such other persons designated by the Declarant for

this purpose. No such structure shall be located closer than ten feet (10') from any Lot line, unless the Declarant has specifically approved the structure and location.

5. Article IV(A) of the Declaration is hereby deleted in its entirety, and replaced with the following:
 - A. [Reserved]
6. Article IV(C) of the Declaration is hereby deleted in its entirety, and replaced with the following:
 - C. Unless otherwise approved in writing by the Declarant, no fences shall be permitted upon any Lot except as follows:
 - (1) No fence shall exceed six (6) feet in height. Except as otherwise provided herein, any fence constructed on a Lot shall be constructed of black wrought iron, black aluminum or vinyl. The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fence framing. Invisible fencing shall also be permitted.
 - (2) No fence shall be constructed forward of the dwelling's back building line, and shall not be constructed within a drainage easement area without the prior written consent of Madison County.
 - (3) Pool fences shall be landscaped and screened with shrubs and bushes.
7. Article V(B) of the Declaration is hereby deleted in its entirety, and replaced with the following:
 - B. No light pole shall be used or placed upon any Lot that extends more than twenty-five feet (25') above grade, except those to light a tennis court. All light poles shall be of a residential design and shall be positioned on a Lot in a manner that will avoid direct lighting onto adjoining Lots. In no event shall a light pole be located any closer than twenty feet (20') from any property line. Flag poles shall be permitted; provided in no event shall a flag pole be located any closer than twenty feet (20') from any property line.
8. Article IX(A) of the Declaration is hereby deleted in its entirety, and replaced with the following:
 - A. Duties of the Association. The Association, through its Board of Directors, shall have the right, power and authority to provide for the enforcement of this Declaration; to perform all maintenance, repair, reconstruction, restoration, and replacement of the improvements made by the Declarant within the easement areas pursuant to Article VII or any other common area owned or controlled by the Association; to perform all maintenance, repair, reconstruction, restoration, and replacement of any storm water detention areas whether or not owned or controlled by the Association; to perform all maintenance, repair, reconstruction, restoration and replacement of any fencing in common areas owned or controlled by the Association; to perform all maintenance, repair, reconstruction, restoration and replacement of any private road or ditch; to levy, collect, and have jurisdiction, control and possession of assessments as hereinafter provided and including but not limited to those related to any road maintenance serving the Buck Haven development; and, to enter into contracts, including contracts for insurance, as may be necessary or desirable to carry out the provisions of this Declaration.
9. In all other respects, the Declaration shall remain unaffected and be enforceable as filed.

The undersigned represents and warrants as the Declarant that it is the fee titleholder of at least one Lot in Buck Haven.

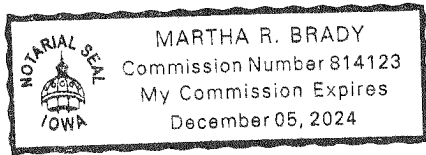
Dated on this day and year first written above.

BUCK HAVEN ESTATES, LLC,
an Iowa limited liability company, Declarant

By: Dean Quirk
Dean Quirk, Manager

STATE OF IOWA)
) ss
COUNTY OF POLK)

This record was acknowledged before me on this 27th day of February, 2024, by Dean Quirk, as Manager of Buck Haven Estates, LLC.



Martha R. Brady
Notary Public in and for the State of Iowa
My commission expires: 12/5/2024