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**RECORDER'S COVER SHEET
WEST END TOWNHOMES OWNERS' ASSOCIATION – HOMEOWNERS
AGREEMENT**

Preparer Information: Mark L. Smith, 101 1/2 W. Jefferson, Winterset, IA 50273, Phone:
515-462-3731

Taxpayer Information: West End Townhomes Owners' Association Inc., % Nancy Trask,
President, 318 S. 10th Avenue S, Winterset, IA 50273

Return Document To: West End Townhomes Owners' Association Inc., % Nancy Trask,
President, 318 S. 10th Avenue S, Winterset, IA 50273

Grantors: West End Townhomes Owners' Association Inc.

Grantees: See page 2.

Legal Description:

Document or instrument number if applicable:

This relates to the Declaration of Covenants, Conditions and Restrictions for West End
Townhomes dated September 22, 2000, and recorded September 25, 2000, in Book 64, Page 247
of the Recorder's Office of Madison County, Iowa.

WEST END TOWNHOMES OWNERS' ASSOCIATION INC -- HOMEOWNERS AGREEMENT
APPROVED AT HOA ANNUAL MEETING ON SEPTEMBER 12, 2024

A MISSION OF WEST END TOWNHOMES OWNERS' ASSOCIATION INC.

- 1 The mission of the West End Townhomes Owners' Association Inc. is to protect the value and desirability of the individually-owned properties and the common areas.

B STRUCTURE AND OPERATION OF WEST END TOWNHOMES OWNERS' ASSOCIATION INC.

- 1 REGISTERED AGENT. The registered agent for our nonprofit corporation with the Iowa Secretary of State is Nancy Trask.
- 2 OFFICERS, EXECUTIVE COMMITTEE, BOARD OF DIRECTORS. The officers (chair, vice-chair, secretary, treasurer) are elected each year, and they serve as the Executive Committee and Board of Directors.
- 3 REGULAR ASSESSMENT. Homeowners are assessed for lawn mowing, lawn maintenance, snow removal, and fence maintenance. The amount is payable quarterly or annually. The amount of the assessment is determined at each annual meeting.
- 4 SPECIAL ASSESSMENT. Homeowners may be assessed a special amount when needed to cover HOA responsibilities. The Bylaws indicate the process to be (1) notice delivered to the Owners concerned/affected by the assessment, (2) a vote of a majority of the Owners concerned, (3) assessment becomes effective and is due after 30 days notice thereof.
- 5 BYLAWS. Our Bylaws are titled "Bylaws of the West End Townhomes Owners' Association, Inc. -- A Corporation Not for Profit Under the Laws of the State of Iowa."
- 6 ANNUAL MEETING. An annual meeting is held every year for reports from the officers, election of officers, and to resolve concerns of the homeowners. Special meetings may be called as indicated by the Bylaws.

- 7 ASSOCIATION MEMBERSHIP & VOTING. Each vote shall be 1/12 of the total votes, with 1 vote for each numbered platted Lot. All Owners shall be entitled to one vote in the Association for each numbered Lot. When more than one person holds an interest in any numbered Lot, all such persons shall be members, and the vote for such numbered Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any numbered Lot.

C ASSOCIATION RESPONSIBILITY ELEMENTS

- 1 Lawn mowing and other lawn services such as weed and fertilizer treatments.
- 2 The lawn, trees and shrubbery on the Common Areas.
- 3 Snow removal
- 4 8th Avenue Sidewalk on the 8th Avenue Common Area. City of Winterset may be responsible for this in certain situations.
- 5 Fences constructed by the Association or the original developer and owned by the Association.
- 6 Conduits, ducts, plumbing, wiring, pipes, and other facilities within the Lot but outside the residential structure which are carrying any service to more than one Lot.
- 7 Insurance for the Common Areas. In addition to the annual assessments and the special assessments for capital improvements, the Association may levy special assessments for insurance purchased by the Association.
- 8 No Nuisance. The Association shall not allow any of the improvements or any fences owned by the Association to become a nuisance through lack of repair, maintenance or replacement.

D PROPERTY OWNER RESPONSIBILITY ELEMENTS

- 1 DRIVEWAYS & SIDEWALKS. The Owner is responsible for the maintenance of driveways and sidewalks on each Lot.

- 2 GARDENS, SHRUBBERY, FLOWERS, LANDSCAPING & TREES. Maintenance of the landscaping and trees, removing landscaping and trees that are diseased or substantially damaged. It is the option of the Owner to replace them with reasonably comparable items at their own cost. It is the responsibility of the Owner to trim brush and weeds and trees that are unsightly, that block the lawn-mowing, or that cause degradation of the fence or other Common Areas. Owners may plant a garden in their back yard. Owners may plant flowers and shrubbery on their Lot, with due consideration for the lawn mowing and other contractors.
- 3 SHEDS. Owners may have a shed in their back yard, within the parameters of the City Code.
- 4 NO NUISANCE. Owners shall not allow any of their improvements, plantings, trees, or shrubbery to become a nuisance through lack of repair, maintenance or replacement.

E EASEMENTS -- These are Property Owner Responsibility Elements -- The Easements are in the original Declaration of Covenants, Article VI. This section of the original document did NOT lapse per Iowa Code. The Easements are still in effect.

- 1 Every portion of a structure upon a numbered lot which contributes to the support of any structure not on the same numbered lot is burdened with an easement of such support.
- 2 Each numbered lot is burdened with an easement through it for conduits, ducts, plumbing, wiring, pipes, meters and other facilities for the furnishing of utilities and services, foundation drains, sanitary sewer and water service facilities.
- 3 Each numbered lot is burdened with an easement of ingress and egress for maintenance, repair and replacement of Association Responsibility Elements by the Association.
- 4 Each numbered lot is burdened with an easement for common driveway usage with others.
- 5 Each numbered lot is burdened with an easement for surface drainage for the benefit of all other lots and the Common Areas.

- 6 Each numbered lot is burdened with an encroachment easement for minor encroachments of common walls due to settling, shifting or inexact location during construction.
- 7 Each numbered lot is burdened with easements for public utilities and sidewalks.
- 8 Each numbered lot is burdened with easements for a fence constructed by the Declarant or the Association, and maintained by the Association.

F RULES AND REGULATIONS OF THE ASSOCIATION

- 1 A numbered lot shall be used or occupied for single family dwelling purposes only.
- 2 A numbered lot may be rented or leased by the Owner or his lessee provided the entire lot is rented and the period of rental is at least one month, unless some other period is established in the rules, regulations or Bylaws of the Association. No lease shall relieve the Owner as against the Association and other Owners from any responsibility or liability.
- 3 Nothing shall be altered in, constructed in, or removed from the Common Areas, except upon written consent of the Board of Directors of the Association, which may be given through regulations of the Association.
- 4 No livestock, poultry, or other animals of any kind shall be raised, bred, or kept in any numbered lot or in any Common Areas, except an Owner shall be permitted to keep cats, dogs, or other usual household pets and to walk them, subject to rules and regulations adopted by the Association. No animals shall be tied up or penned outside. Owners shall immediately clean up all manure left outside by their pets.
- 5 No boat, snowmobile, recreational vehicle, trailer or other vehicle other than automobiles, pickups, vans, or SUVs (or golfcarts, if & when they are approved in the Municipal Code), shall be stored or parked in any driveway for more than two days. In the event of violation of this provision, the Association may, after reasonable notice, remove such boat, snowmobile, recreational vehicle, trailer or other vehicles, and assess the owner of the lot for the cost of removal.

- 6 No activity shall be allowed which unduly interferes with the peaceful possession and use of the numbered lots by the Owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed. No trash or trash containers shall be left outside except on or about the day they are picked up.
- 7 Nothing shall be done or kept in any numbered lot or in the Common Areas which will increase the rate of insurance on the Common Areas or the Association Responsibility Elements, without the prior written consent of the Board of Directors of the Association. No Owner shall permit anything to be done or kept in their numbered lot or in the Common Areas which will result in the cancellation of insurance on any numbered lot or any part of the Common Areas or the Association Responsibility Elements, which would be in violation of the law, or which may be or become a nuisance or annoyance to the other Owners.
- 8 All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of property shall be the same as the responsibility for the maintenance and repair of the property concerned.
- 9 The Board of Directors of the Association shall have the authority to adopt rules and regulations governing the use of numbered lots, the Common Areas, and the Association Responsibility Elements and such rules shall be observed and obeyed by the Owners, their guests, lessees, assigns and licensees.
- 10 Agents or contractors hired by the Board of Directors of the Association may enter any numbered lot when necessary in connection with any installation, repair, removal, replacement or inspection of any Association Responsibility Element, or in connection with landscaping, or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the Owners as practicable.
- 11 An Owner shall give notice to the Association of every lien against their numbered lot other than permitted mortgages, taxes, and Association assessment, and of any suit or other proceeding which may affect the title to their numbered lot within ten days after the lien attaches or the Owner receives notice of such suit.
- 12 An Owner shall be liable to the Association for the expense of any maintenance, repair, or replacement to the Common Areas or the Association Responsibility Elements rendered necessary by his act, neglect, or carelessness, or by that of his family, guests, employees, agents, or lessees, which liability shall include any increase in insurance rates resulting therefrom.

VOTES AT THE ANNUAL MEETING ON SEPTEMBER 12, 2024.

SIGNATURES ON THIS PAGE INDICATE AFFIRMATIVE VOTES TO APPROVE THE UPDATED COVENANT OF HOMEOWNERS.

1 Guy Robinson

2 Mary Walby

3 Trina Jean Slater

4 Sharon Liddy

5 Jewell Madsen

6 George Eaton

7 Nancy L. Trask

8 Joni Bradbury

BY PROXY:

Nancy L. Trask

9 Doris Williams

10 Mark Anderson

11 Jayla Jackson

12 THIS PROPERTY IS VACANT & THE OWNER
DID NOT ATTEND
THE MEETING.

