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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

Return to and Prepared by: Trevor J. Heimbaugh, PO Box 230, Winterset, IA 50273; Phone: 515-462-3731

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
MCLAUGHLIN SUBDIVISION, PLAT 2
MADISON COUNTY, IOWA**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for McLaughlin Subdivision, Plat 2 is made and entered into by 75% or more of the Lot Owners of McLaughlin Subdivision, Plat 2.

WHEREAS the Declaration of Covenants, Conditions and Restrictions for McLaughlin Subdivision, Plat 2 was recorded as part of the subdivision proceedings of McLaughlin Subdivision, Plat 2, Madison County, Iowa, in Book 2006, Page 3947 of the Recorder's Office of Madison County, Iowa, on September 26, 2006, and amended November 16, 2006, in Book 2006, Page 4766, and April 13, 2026, in Book 2026, Page 1028, each in the Office of the Recorder of Madison County, Iowa.

WHEREAS 75% or more of all Lot Owners desire to amend said Declaration of Covenants, Conditions and Restrictions.

NOW THEREFORE, said Declaration of Covenants, Conditions and Restrictions for McLaughlin Subdivision, Plat 2 is hereby amended as follows:

1. Section 5 of Article II is hereby stricken, and the following substituted in lieu thereof:

Section 5. Seasonal Maintenance.

The Association shall be responsible for seasonal maintenance consisting of lawn mowing, lawn treatment of weeds and snow removal. The Association shall hire, in its sole discretion, the company(ies) for the seasonal Maintenance.

2. Section 6(b) of Article I is hereby stricken.
3. The following subsection shall be added as a new Article:

Article X. Housing for Older Persons (55+) Restriction.

Section 1. Purpose; Intent; Construction.

- (a) **Purpose.** *The purpose of this Section is to designate and operate the Community as "housing for older persons" intended and operated for occupancy by persons fifty-five (55) years of age or older, and to qualify for and maintain the exemption from familial status discrimination under the federal Fair Housing Act as amended by the Housing for Older Persons Act of 1995 ("HOPA"), as implemented by applicable federal regulations, as the same may be amended from time to time.*
- (b) **Intent.** *The Association and all Owners intend that the Community be, and remain, a 55+ age-restricted community. This intent shall be evidenced by this Section, the Association's rules and policies, and the Association's consistent enforcement and administration of age restrictions and verification procedures.*
- (c) **Construction.** *Every covenant, term, and provision of this Section shall be construed according to its fair meaning to effectuate the intent stated above and to comply with applicable federal law and the laws of the State of Iowa. If any provision is determined to be invalid or unenforceable, the remaining provisions shall remain in full force to the maximum extent permitted by law.*

Section 2. Definitions.

- (a) **Community** means the real property subject to these Covenants.
- (b) **Occupant** means any person residing in a Dwelling/Unit for more than thirty (30) consecutive days in any twelve (12) month period, whether as an Owner, tenant, family member, guest, or otherwise.
- (c) **Qualified Occupancy** means occupancy of a Dwelling/Unit in which at least one (1) Occupant is fifty-five (55) years of age or older.
- (d) **Verification Documents** means reliable documentation of age, including a driver's license, passport, birth certificate, immigration card, military identification, or other official document stating date of birth, and may include a signed certification, affidavit, lease provision, application, or other written statement executed by an adult Occupant (age 18 or older) attesting to the age of at least one (1) Occupant.

Section 3. Occupancy Restriction; 80% Requirement.

- (a) **55+ occupancy standard.** Each Dwelling/Unit shall be occupied only in a manner consistent with Qualified Occupancy, except as expressly permitted by this Section and applicable law.
- (b) **80% rule.** *The Association shall use commercially reasonable efforts to ensure that at least eighty percent (80%) of the occupied Dwellings/Units in the Community are occupied in a manner constituting Qualified Occupancy, as required by HOPA.*
- (c) **No guarantee; compliance obligation.** No Owner is guaranteed that the Community will qualify for or maintain HOPA status. Each Owner and Occupant shall comply with this Section and shall cooperate with the Association's

verification and enforcement efforts so the Community may qualify for and maintain HOPA status.

Section 4. Policies and Procedures: Publication.

- (a) **Adoption and maintenance.** The Association shall adopt, publish, and maintain written policies and procedures demonstrating the Community's intent to operate as housing for persons 55 years of age or older, including age-verification procedures, recordkeeping standards, and enforcement protocols.
- (b) **Consistency.** All Association rules, leasing policies, applications, resale disclosures, and other occupancy-related forms shall be administered consistently with this Section and HOPA.

Section 5. Age Verification; Surveys; Records; Inspection.

- (a) **Initial verification.** Upon (i) acquisition of title by an Owner, (ii) commencement of any lease or other occupancy arrangement, or (iii) any change in Occupants, the Owner shall provide the Association with Verification Documents sufficient to establish Qualified Occupancy (or other lawful status under this Section) within ten (10) days after written request.
- (b) **Biennial verification.** The Association may conduct age-verification surveys and require updated Verification Documents at least once every two (2) years, and more frequently if reasonably necessary to confirm compliance.
- (c) **Affidavits and certifications.** The Association may require an affidavit or certification signed by an adult Occupant under penalty of perjury stating the date(s) of birth of Occupants and identifying at least one (1) Occupant age 55 or older for each Dwelling/Unit counted toward the 80% requirement.
- (d) **Record retention.** The Association shall maintain Verification Documents, survey summaries, and related records in its official records for so long as reasonably necessary to demonstrate compliance with HOPA.
- (e) **Inspection of summary.** Upon reasonable notice and request, the Association shall make available for inspection a summary of age-verification survey results in a manner consistent with applicable law and privacy considerations.

Section 6. Leasing; Transfers; Covenant Running With The Land.

- (a) **Condition to occupancy.** No sale, lease, sublease, assignment, or other transfer of the right to occupy a Dwelling/Unit (a "Transfer") shall be permitted unless the proposed Occupancy will comply with this Section and the transferee(s) provide Verification Documents as required by the Association.
- (b) **Lease requirements.** Any lease shall (i) require compliance with this Section and Association policies, (ii) require tenants to provide Verification Documents upon request, and (iii) permit the Owner and Association to enforce age restrictions and to terminate the lease to the extent permitted by law for material noncompliance.
- (c) **Covenant running with the land.** This Section is a covenant running with the land and shall bind all present and future Owners and Occupants and inure to the benefit of the Association and all Owners.

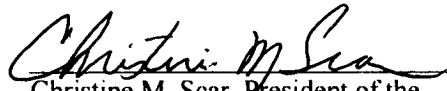
Section 7. Noncompliance, Remedies, Enforcement.

- (a) **Owner responsibility.** Each Owner is responsible for ensuring that all Occupants of the Owner's Dwelling/Unit comply with this Section and for *timely providing Verification Documents.*
- (b) **Failure to provide verification.** If an Owner or Occupant fails to provide Verification Documents after written request, the Association may (i) treat the Dwelling/Unit as not verified for purposes of HOPA compliance until verification is provided, and (ii) pursue enforcement as provided in these Covenants and Iowa law, including notice, hearing (if required), fines, suspension of privileges, injunctive relief, and recovery of the Association's reasonable attorneys' fees and costs to the extent permitted by the governing documents and applicable law.
- (c) **Equitable enforcement.** The Association shall enforce this Section in a uniform, non-discriminatory manner consistent with HOPA and other applicable fair housing laws. 7.4. **No waiver.** Failure or delay by the Association to enforce any provision shall not constitute a waiver of the right to enforce later.

Section 8. Amendment to Preserve Compliance.

- (a) **Compliance-driven amendments.** The Association and Owners acknowledge that the Community is subject to federal and state regulations applicable to age-restricted housing and that, to maintain HOPA status, the Association may need to adopt or revise rules, forms, and procedures consistent with this Section and applicable law.
 - (b) **Amendment standard.** This Section may be amended only in accordance with the amendment provisions of these Covenants and applicable Iowa law; provided that any amendment shall be interpreted and implemented to preserve, to the maximum extent permitted by law, the Community's intent and ability to qualify as housing for older persons under HOPA.
4. In all other respects, said Covenants, Conditions, and Restrictions for McLaughlin Subdivision, Plat 2, Madison County, Iowa, are ratified and confirmed.

Dated this 25 day of August 2026.

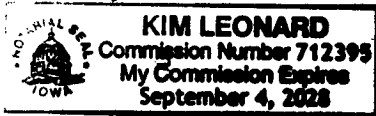

Christine M. Scar, President of the
Townhomes on Fourth Homeowners
Association, Inc.

STATE OF IOWA

SS

COUNTY OF MADISON

On the 25 day of August, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Christine M. Scar, President of the Townhomes on Fourth Homeowners Association, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



Kim Leonard

Notary Public in and for the State of Iowa

Shirley Leeper
Shirley Leeper

Susan Moore
Susan Moore, Power of Attorney
for Carolyn Moore

Christine Scar
Christine Scar

Lois Yetter
Lois Yetter

Joni Hopkins
Joni Hopkins

Debra Jones
Debra Jones

Susan Moore
Susan Moore

Bernice Springer
Bernice Springer

Becky Springer
Becky Springer