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Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2014-00018224

BK 14930 PG 280-289

When recorded return to:
Diane Lewis, Agent RETURN TO:
Boulder Brook Townhome Association
PO BOX 12118 Des Moines, Ia 50312

TO WHOM IT MAY CONCERN:

AMENDMENT TO THE BY-LAWS OF BOULDER BROOK
TOWNHOMES ASSOCIATION RECORDED IN BOOK 7088
AT PAGE 418 AND BOOK 7088 PAGE 418

Prepared by
Diane Lewis
676-1914
Des Moines, Ia 50314
515-770-1858

Dated July 30, 2013

Whereas, the undersigned are owners of certain Property
in the County of Polk, State of Iowa, which is more
Particularly described as:

Boulder Brook Plat No. 2, included in and forming a part of the City
of Ankeny, Polk County, Iowa

WHEREAS, Article XV of the Bylaws of Boulder Brook Townhomes Association for Boulder Brook Townhome Association,
provides that the bylaws may be amended by the members at a regular or special meeting of the Members, by a vote of a
majority of a quorum of Members present in person or by proxy.

WHEREAS, a regular meeting of the Boulder Brooks Townhome Association homeowners meeting was held on the 19th day of
May, 2013 and approval of this amendment to the Bylaws of Boulder Brook Townhome Association was made in accordance to
Article XV.

NOW THEREFORE, in consideration of the premises, Boulder Brook Townhomes Association hereby amends and restates the
By-laws as follows:

**Amended and Restated Bylaws
Boulder Brook Townhomes Association
As adopted by the Association on 9/28/2003**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is Boulder Brook Townhomes Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located in Ankeny, Polk County, Iowa but meetings of members and directors may be held at such places within the State of Iowa, as may be designated by the Board of Directors.

**ARTICLE II
Definitions**

Section 1. "Association" shall mean and refer to Boulder Brook Townhomes Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions for Boulder Brook Townhomes Association, and such additions thereto as may hereafter be brought within jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the Common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown as a Lot upon any recorded plat of the Properties with the exception of any Out lot or Common area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Grati Construction Inc. its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Polk County Recorder.

Section 8. "Membership" Every owner of a Lot, which is subject to assessment, shall be a Member of the Association. (See Declaration of Covenants, Conditions and Restrictions for the Boulder Brook Townhomes Association).

ARTICLE III
Meetings of the Members

Section 1. Annual Meetings. The annual meeting of the Members shall be held on a day within the last two weeks of September with the date, time, and place being set by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of (1/4) of the members of the Association who are entitled to vote.

Section 3. Notice of Meeting. Written notice of each meeting of the members shall be delivered or mailed to each member not less than 14 days nor more than 30 days before such meeting, specifying the place, day, hour and purpose of said meeting.

Section 4. Quorum. The presence at the meeting of the members entitled to cast, or proxies entitled to cast, sixty percent (60%) of all the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or presented at any meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting at which the sixty percent (60%) quorum was not achieved.

Section 5. Absentee Ballots. The Board of Directors shall provide an absentee ballot at the request of a member who will be unable to attend any meeting. Absentee ballots shall be filed with the Secretary before said meeting. Proxies. At all meetings of the members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary or Secretary designate. Each proxy is valid for the specified meeting published agenda and the enumerated issues and any other business brought forth during the specified meeting.

Section 6. Suspension of Voting Rights. A Member's voting rights shall be suspended for any period during which any assessment against the Member's Lot(s) remains unpaid. The Board of Directors may suspend, for a period not to exceed sixty (60) days; a Member's voting rights for any infraction of the Association's published rules and regulations. Members will be notified of the suspension and the reason(s) for the suspension.

ARTICLE IV
Board of Directors, Selection, Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors.

Section 2. Term of Office. Directors shall serve for a 2-year term unless other sections of the Bylaws are executed. Directors shall be elected at each annual meeting so that not all Directors are elected in any one year. Three Directors will be elected in even number years (2010-12-14....) and two Directors will be elected in odd number years (2011, 13, 15...). Beginning in 2013, two directors will be elected and three in 2014 to reduce the number from 7 (seven) to 5 (five). The term of office shall begin at the end of the annual meetings each year for newly elected Directors and expire at the end of annual meeting of the 2

year term. Members may serve multiple terms if elected by the members to the board of directors. Vacancies created by resignation or removal of a Board member will be filled by Board of Directors appointment to complete the term vacated. The Nominating Committee shall present to the Board of Directors the name(s) of persons for appointment or for election from the Association Membership.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. A recall vote shall be conducted by mailed ballot upon the receipt of a petition bearing the signatures of 60% of the Members. Any vacancy so created shall be filled as prescribed in Article IV Section 2.

Section 4. Compensation. No Director shall receive compensation for any service the director may render to the Association in the Director's capacity. However, any Director may be reimbursed for actual expenses incurred in the performance of the Director's duties, providing said expenses have been pre-approved.

Section 5. Actions Taken Without a Meeting. The Directors shall have the right to take the same action in the absence of a meeting that they could take at a meeting by obtaining the written approval of 3 of the 5 directors. Such action shall be recorded in the minutes of the next meeting.

ARTICLE V **Nomination and Election of Directors**

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of Members. The Nominating Committee of three (3) persons, (including the named Chairman), shall be appointed by the Board of Directors. The Chairperson of the Nomination Committee will be appointed at the first regular meeting of the Board after the annual meeting and the members of the committee will be appointed at the second meeting of the Board. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members representing two other memberships of the Association. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine but not less than the number of vacancies that are to be filled. Such nominations may be made from among the Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot at the Annual Meeting of the Association or at a special meeting called for that purpose where a majority vote shall elect. Those elected shall take office at the end of the meeting. The president shall be a member ex-officio, without vote, of all Committees except the Nominating Committee.

ARTICLE VI **Meeting of Directors**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly with notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any three (3) directors, upon twenty-four (24) hours' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. All action items will require a minimum of three (3) affirmative votes to pass.

ARTICLE VII Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have the power to:

- A. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration.
- B. Declare the office of a member of the Board of Directors to be vacant in the event such director shall be absent from three (3) consecutive regular meetings of the Board of Directors.
- C. Enter into contract(s) with independent contractors for services (for the Association).
- D. Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations. Voting rights shall be reinstated upon full payment of the amount due and payable or when the infraction that lead to the suspension is corrected to the satisfaction of the Board of Directors.
- E. Adopt and publish rules and regulations governing the use of the Common Area, portions of the Lots, if any, not occupied by residential structures or other improvements, and all other facilities located on the Properties, and the personal conduct of the Members and their guests on the Properties, and to establish penalties for the infractions thereof.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- A. Cause to be kept a complete set of minutes and financial reports in a statement thereof to the Members. Such minutes and financial reports shall be distributed to the Members within thirty (30) days of their permanent record of all its acts and corporate affairs and to present a approval by the Board of Directors.
- B. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.
- C. As more fully provided in the Declaration, to: (See Article IV of Covenants)
 - a. .Fix the amount of the monthly dues against each Lot at least thirty (30) days in advance of each monthly dues period.
 - b. Send written notice of each special assessments to every Owner at least thirty (30) days in advance of each special assessment
 - c. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same.
- D. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment had been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate

states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

- E. Procure and maintain adequate liability and hazard insurance on property owned by the Association and hazard insurance on the improvement located on the Lots and owned by the Owners.
- F. Cause all officers or employees having fiscal responsibilities to be bonded.
- G. Cause the Common Area and portions of the Lots, if any, not occupied by residential structures or other improvements to be maintained.
- H. Cause the exterior of all residential structures, including garages, to be maintained.

Section 3. Representation. At no time shall there be more than one person from any living unit (Lot) as a member of the Board of Directors.

ARTICLE VIII Officers and Their Duties

Section 1. Enumeration of Offices: The officers of the Association shall be a President and Vice-President, a Secretary, and a Treasurer, who shall, at all times, be members of the Board of Directors.

Section 2. Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term: The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless the officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments: The Board may elect such other officers as the affairs of the Association may require each of whom shall hold office for such period, having such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies.: Any vacancy shall be filled in accordance with Article IV, Section 2. A person so elected shall serve for the remainder of the term of the vacated Board position.

Section 7. Duties: The duties of the Officers are as follows:

- A. The president shall preside at all meetings of the Board of Directors and of the membership, shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all checks and promissory notes.
- B. The vice president shall act in the place and stead of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

- C. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep notice of meetings of the Board and of the Members; shall keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as may be required by the Board.
- D. The treasurer shall receive and deposit in appropriate bank account all money of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall cosign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the completion of each fiscal year or by a public accountant, at any time, as selected and directed by the Board; and shall prepare an annual budget and a statement on income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

ARTICLE IX

Written Instruments, Loans, Checks and Deposits, Mergers

Section 1. **Written Instruments-Real Property.** All transfers, conveyances, leases, mortgages, or assignments of real estate or of any interest thereon shall be executed by the president or vice president and attested to by the secretary or treasurer.

Section 2. **Written Instruments-Personal Property.** All transfers, conveyances, leases, or encumbrances of personal property or any interest therein shall be executed by any officer of the corporation or any agent authorized by the Board of Directors. All judgments or other liens shall be satisfied, discharges or released or assigned by any officer of the Association.

Section 3. **Loans.** No loans shall be contracted on the behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by resolution of the members. Such authority may be general or confined to specific instances.

Section 4. **Checks, Drafts, Etc.** All checks, drafts or other orders for the payment of money, note, or other evidences of indebtedness issued in the name of the Association shall be signed by the president and cosigned by the treasurer or by such other officer or agents of the Association as shall be determined and authorized by resolution of the Board of Directors.

Section 5. **Deposits.** All Association funds not otherwise employed shall be deposited to the credit of the Association at such banks, savings and loans, credit unions, trust companies, or other depositories as the Board of Directors may select.

Section 6. **Mergers.** The Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purpose as the Association or add additional Lots of Common Area only with the approval of a majority vote of the Members as provided in the Articles of Incorporation.

ARTICLE X

Committees

Section 1. The board of Directors shall appoint the following committees and name a Chairman for each.

- Nominating
- Architectural Control
- Finance and Audit

The Board of Directors may appoint additional committee including, but not limited to, the following:

- Grounds
- Annual Meeting
- Bylaws

ARTICLE XI Books and Records

The books, records and papers of the Association shall, upon prior request, at a mutually agreeable time be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be made available by the Secretary of the Association for inspection.

ARTICLE XII Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. IF the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 15 percent per annum, or the maxim rate allowed by Iowa law, whichever is lower, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the Owner's Lot, and interest, costs, and reasonable attorney's fees shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided herein by nonuse or the Common Area or abandonment of the Owner's Lot.

ARTICLE XIII Corporate Seal

The Association shall not have a corporate seal.

ARTICLE XIV Indemnification

Section 1. Indemnification: Third-Party Actions. Except for any prohibition against indemnification specifically set forth in these Bylaws or in chapter 504A, Code of Iowa, at the time indemnification is sought by any Member, director, officer, employee, volunteer, or agent of the corporation, the corporation shall indemnify any person who was or is party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a member, director, officer, employee, volunteer or agent of the corporation, or is or was serving at the request of the corporation as a member, director, officer, employee, or agent of another

corporation, partnership, joint venture, trust, or other enterprise (such serving as a director, officer, employee, or agent of the corporation or at the request of the corporation referred to herein as "serving on behalf of or at the corporations' request"), against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceedings if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Indemnification: Further Provisions.

If a Member, director, officer, employee, volunteer, or agent of the corporation has been successful on the merits or otherwise in defense of any action, suit, or proceedings referred to in Section 1, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith. Any other indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that the indemnification of such person is proper because he or she has met the applicable standard of conduct set forth in Section 1; such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors not parties to such action, suit or proceedings, or (2) in written opinion by special independent counsel selected by the Board of Directors by a majority vote of a quorum consisting of directors not parties to such action, suit or proceedings, or (3) if the requisite quorum of the full Board of Directors cannot be obtained through disinterested directors, in a written opinion by special independent legal counsel selected by a majority vote of the full Board of Directors in which directors who are parties may participate. Expenses incurred by defending a civil or criminal action, suit, or proceedings may be paid by the corporation in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in this Section 2 upon receipt of an undertaking by or on behalf of such person that such person believes in good faith that he or she has met the applicable standard of conduct set forth in Section 1 and that such person will repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified as authorized herein. The indemnification and advancement of expenses provided herein shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any provision in the Articles of Incorporation or Bylaws, any agreement, any vote of Members or disinterested directors, or otherwise, both as to actions in the person's official capacity entitling the person to indemnification and advancement of expenses under these provisions and as to actions in other capacities concurrently held by those seeking indemnification or advancement of expenses. However, no person shall be provided indemnification by any provision of the Articles of Incorporation or Bylaws, by any agreement, or otherwise, for any breach of duty of loyalty to the corporation or its Members, for any act or omission not in good faith or which involves intentional misconduct or knowing violation of the law, or for any transaction from which the person derives an improper personal benefit. The indemnification provided herein shall continue as to a person who has ceased to be a Member, director, officer, employee, volunteer or agent and shall inure to the benefit of the heirs, executors, personal representatives and administrators of such a person. The Board of Directors shall have power to purchase and maintain insurance on behalf of any person who is or was serving on behalf of or at the corporation's request against any liability asserted against him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have

the power to indemnify him or her against such liability under the provisions hereof.

**ARTICLE XV
Amendments**

Section 1. Method. These Bylaws may be amended, at a regular annual meeting or special meeting of the members. The Bylaws maybe amended with a vote of 60% of all members voting in person, by Absentee ballot or by proxy.

Section 2. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, The Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XVI
Miscellaneous-Fiscal Year**

The fiscal year of the Association shall begin on the first day of January and end on the 31st of December of every year, except that the fiscal year shall begin on the date of incorporation.

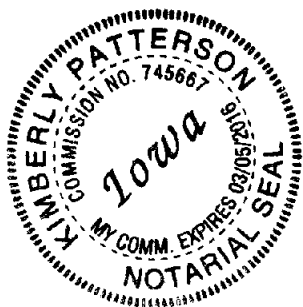
BE IT FURTHER RESOLVED that, the Covenants of Boulder Brook Townhome Association in Book 7088 Page 418 and as amended Book 7502 Page 737, Book 12455 Page 308 and Book 13249 Page 831 of the Polk County, Iowa records, remain unchanged and in full force effect.

IN WITNESS THEREOF, the undersigned the undersigned have caused this Amendment to the Bylaws executed on this day Aug 23 2013.

DECLARANT Diane Lewis
TITLE Agent for Boulder Brook
Diane Lewis

STATE OF IOWA, POLK COUNTY, ss

On this 23 day of August 2013, before me the undersigned, a Notary Public in and for said state, personally appeared Diane Lewis, agent for Boulder Brook Townhome Association, to me to be the person named in and who executed the foregoing instrument to which is attached and acknowledges that they executed the instrument as their voluntary act and deed.



Kimberly Patterson
Notary Public in and for the State of Iowa