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Polk County Iowa
JULIE M. HAGGERTY RECORDER
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RETURN TO: **When recorded return to:**
George Qualley IV
P.O. Box 41718
Des Moines, IA 50311

Prepared by: George Qualley IV, P.O. Box 41718, Des Moines, IA 50311, (515) 974-5658

**SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BOULDER BROOK TOWNHOMES ASSOCIATION**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Boulder Brook Townhomes Association is executed on this 19 day of NOV. 2007 by Boulder Brook Townhomes Association, as representative of a majority of the votes of the Townhome Owners under this below referenced declaration.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Boulder Brook Townhomes Association was recorded on the 19th day of September 1994, in Book 7088 beginning at Page 418 of the Polk County, IA records, as amended by a First Amendment to Declaration recorded the 14th day of October 1996 in Book 7502 beginning at Page 737 of said records, establishes a townhome development on real estate located in Ankeny, Polk County, Iowa legally described as Boulder Brook Plat No. 2, an Official Plat, now included in and forming a part of the City of Ankeny, IA; and

WHEREAS, pursuant to Article XV, Section 2, of the Declaration, the Declaration may be amended by a majority of then owners; and

WHEREAS, a majority of Boulder Brook Townhomes Association Owners, acting by and through Boulder Brook Townhomes Association. by a resolution approved by a majority of Owners at a regularly constituted meeting that took place on the 19 day of NOV., 2007, do desire to hereby amend and modify the Declaration with respect to certain insurance coverage requirements.

NOW THEREFORE, in consideration of the premises, Boulder Brook Townhomes Association hereby amends the Declaration by this Second Amendment as follows:

1. AMENDMENT TO ARTICLE I, SECTION 2. Article I shall be amended by placing the following section immediately between Section 4 and Section 5 of Article I, to be considered a part of Article I:

Section 4A: "Casualty" shall refer to a catastrophic event such as fire, storm, flood, or such other definition as may be set forth in this document or in an insurance policy acquired by the Association; however, this term shall not be used to describe conditions which are considered normal maintenance or conditions arising from a failure to perform normal maintenance.

2. AMENDMENT TO ARTICLE VII, SECTION 2 (a): Article VII, Section 2 (a) shall be deleted in its entirety and the following shall be inserted in lieu thereof:

Section 2. Physical Damage Insurance.

(a) The Association shall obtain and maintain a blanket, "all-risk" form policy of fire insurance with extended coverage, vandalism, malicious mischief, sprinkler leakage (if applicable), debris removal and water damage endorsements, insuring the entire Properties.

(i) Such insurance shall contain coverage for the following:

(1) The exterior surface of the buildings upon a lot, including roof, siding, all windows, all exterior doors including garage doors, patios, privacy fences, gutters and downspouts, and all exterior electrical and plumbing fixtures to the quality that existed at the time of the original construction of the unit;

(2) The structural portions of the Buildings upon a Lot, including the foundations;

(3) Any common wall located between residential structures within a Lot ;

(4) Driveways and Sidewalks;

(5) Conduits, ducts, plumbing, wiring, pipes and other facilities within the attic or basement of a residential structure to the quality that existed at the time of the original construction of the unit;

(6) The Entire Common Area, including but not limited to the private storm and sanitary sewers, private water services and storm water drainage and detention areas, and septic located thereon, and the private street;

(7) Exterior signs and monuments including the yard and common area landscaping;

(8) All built-in cabinets, bookcases, appliances, vanities and countertops to the quality that existed at the time of the original construction of the unit;

(9) All HVAC equipment including furnaces, hot water heaters and air conditioning units to the quality that existed at the time of the original construction of the unit;

(10) Fireplaces, staircases, all interior walls and ceilings including the drywall, subfloor and tile backing board to the quality that existed at the time of the original construction of the unit;

(11) Garage door openers excluding remote(s) to the quality that existed at the time of the original construction of the unit.

(ii) However, such insurance shall not contain coverage the following:

(1)" Floor coverings of any type, including but not limited to: carpet, laminate, vinyl, hardwood, and tile.

(2) Wall coverings of any type, including but not limited to: paint, wallpaper, wall print or any similar wall covering.

(3) Personal property of any unit owner, family member or guest.

Additionally, such insurance shall cover the interests of the Association, the Board of Directors and all Owners and their mortgagees, as their interests may appear (subject, however, to the loss payment provisions in favor of the insurance trustee contained in Section 6 of this Article VII), in an amount equal to one hundred percent (100%) of the then current replacement cost of the Properties (exclusive of the land, excavations, foundations, and other items normally excluded from such coverage), without deduction for depreciation (such amount to be redetermined annually by the Association with the assistance of the insurance company affording such coverage). The Association shall also obtain and maintain such coverage on all real and personal property owned by the Association.

Furthermore, the Association may obtain Physical Damage insurance for the following situations: if and when damage or destruction is caused by direct and accidental physical loss from the following perils: Lightning, Windstorm, Hail, Smoke, Aircraft, Vehicles, Falling Objects, Vandalism, Weight of Ice and/or Snow, Freezing or Bursting of Plumbing.

In addition, nothing in this Section shall be construed so as to contradict, override, or otherwise change the requirements of any of the provisions of this Declaration.

3. AMENDMENT TO ARTICLE VIII, SECTION 2(B). Article VIII, Section 2(b) shall be amended by placing the following sentence at the end of Section 2, Subpart (b):

Provided, however that nothing in this section shall require the Association to expend its own funds beyond what the insurance proceeds provide, or deem such expenses a common expense and levy homeowners therefore, if the Board of Directors determines that such expenditures for reconstruction and repair are not in the best interest of the association.

4. AMENDMENT TO ARTICLE VIII, SECTION 4. Article VIII, Section 4 shall be Amended by placing the following sentence at the end of Section 4:

In addition, reconstruction will not be required when the Board of Directors determines that such reconstruction would not be in the best interests of the Association.

5. CONTINUED EFFECTIVENESS OF THE DECLARATION. Except as amended by this Second Amendment, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Declaration as of the date and year first above written.

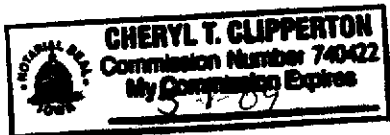
BOULDER BROOK TOWNHOMES ASSOCIATION
an Iowa nonprofit corporation

By

Ray W. Peters, President

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 19th day of November 2007, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Ray W. Peters to me personally known, who by me duly sworn did say that he is the President of the nonprofit corporation executing this foregoing instrument, that said instrument was signed on behalf of Boulder Brook Townhomes Association, by authority of its members; and that Ray W. Peters as the aforementioned, president acknowledged the foregoing instrument to be the voluntary act and deed of the aforementioned corporation, by it and him voluntarily executed.



Cheryl T. Clipperton
Notary Public in and for the State of Iowa