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Polk County Iowa
JULIE M. HAGGERTY RECORDER
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RETURN TO:

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

This Third Amendment to Declaration of Covenants, Conditions and Restrictions for Boulder Brook Townhomes is executed on this 19 day of OCTOBER 2009 by Boulder Brook Townhomes Association, Inc., 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, (the "Declaration") establishes a townhome development on real estate located in Ankeny, Polk County, Iowa legally described as Boulder Brook Plat No. 2, included in and forming a part of the city of Ankeny, Iowa; 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 Owners, acting by and through Boulder Brook Townhome Association, Inc. by a resolution approved by a majority of Owners at a regularly constituted meeting that took place on SEPT. 20, 2009, do desire to hereby amend and modify the covenants in the below-described manner:

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

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

BOULDER BROOK TOWNHOME ASSOCIATION, INC., an Iowa nonprofit corporation

By Murriel C. Knight
President, Boulder Brook Townhome Assn.

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 21 day of October 2009, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Murriel C. Knight, 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, Inc. by authority of its members; and that Murriel C. Knight 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.

 **LINDA P. BOWMAN**
Commission Number 721645
My Commission Expires
3-28-12

[Signature]
Notary Public in and for the State of Iowa

1. AMENDMENT TO ARTICLE XIV, SECTION 8: Article XIV Section 8: Article XIV, Section 8 is hereby deleted in its entirety, and replaced with the following:

Section 8: The following requirements shall apply to any unit owner who wishes to install a satellite dish upon any Lot or Living Unit, or upon any Common Area or Association Responsibility Element controlled by the Association:

1. Satellite dishes shall, if possible, be attached to a unit owner's deck. If that location is not feasible for any unit owner, the dish may also be installed on the roof or chimney on the back of the unit, not to be placed higher than the peak of the roof line.
 2. The size of the satellite dish should be no larger than necessary to meet digital transmission requirements, and should not be brightly colored, unless a brightly colored dish is the only option offered by the satellite service provider.
 3. The satellite dish must be installed by a certified roofer or satellite dish company.
 4. The owner is responsible for all damage to common property during the installation or operation of the satellite dish. If damage during the installation or operation of the satellite dish causes the warranty of the roof to be null and void, the owner will be held responsible for future damage to the roof that normally would be covered under such warranty.
 5. Removal of the dish from the common property will be completed by a certified roofer or dish technician at owner's expense. The unit owner is responsible for all costs associated with returning the roof to its previous condition. The unit owner may leave the dish behind when they move, and they shall not be charged with any expenses solely for leaving the dish behind.
 6. Before installing a satellite dish, the unit owner must notify the association, using the "Satellite Waiver" form specified in Exhibit A to this amendment. The form shall provide the location of where the satellite dish is to be installed, the name of the certified roofer or satellite dish company that is to install the satellite dish. The "Satellite Waiver" form must be provided to the Association's property management company. The association shall approve applications for a satellite upon a property, assuming the requirements in this Section are met.
 7. Failure to meet the above conditions may result in the removal of the satellite at the unit owner's expense. Exceptions to the above conditions must be approved, prior to installation, by the Association.
 8. Nothing in this amendment shall be construed so as to conflict with 47 C.F.R. § 1.4000 or any other applicable law or regulation of the United States or of the state of Iowa.
2. CONTINUED EFFECTIVENESS OF THE DECLARATION. Except as amended by this Second Amendment, the Declaration shall remain unchanged and in full force and effect.

Boulder Brook Townhomes

SATELLITE WAIVER

I, _____, reside at _____ in the Boulder Brook Townhomes, located in Ankeny, Iowa. I intend to install a satellite dish on my unit. I understand that I may install it only on an approved area of my unit, and that it must be professionally installed.

Proposed Location _____
Installer _____

I understand that removal of the dish from the common property will be completed by a certified roofer or dish technician at owner's expense. The unit owner is responsible for all costs associated with returning the roof to its previous condition.

I understand that a fee will be assessed for any expenses incurred by the Association for damage, not repaired by unit owner, caused by placing the satellite dish on my unit. That fee must be paid in order to clear my account.

Homeowner

Date

Homeowner

Date