M. Erickson LUU Financial Center Des Moines, Iowa 50309

AMENDMENT TO DECLARATION OF

050600 POLK COUNTY, IOWA

COVENANTS, CONDITIONS AND RESTRICTIONSINST No. 2:40 FILED FOR RECORD 100 FOR

THE TOWNHOMES OF MEADOW POINT

AT MAR 21 1991

THIS AMENDMENT made on the date hereinafter set forth undersigned, he .nafter referred to as "Owners". 1 Deputy

WITNESSETH:

C ers are a majority of the owners of certain st as Moines, Polk County, Iowa, which is more property in particularly ibed as:

> Lots Lough 74, both inclusive and Outlot X in THE TOWNHOMES OF MEADOW POINT, an Official Plat, West Des Moines, Iowa; and

WHEREAS, Article XV, Section 2 of the Declaration of Covenants, Conditions and Restrictions for the Townhomes of Meadow Point, hereinafter referred to as "Declaration", provides that the Declaration may be amended at any time within 10 years following the date of recordation by an instrument recorded in the office of the Recorder of Polk County, Iowa, signed or approved in writing by a majority of the then owners; provided that none of the rights or duties of the original declarants, Milo L. Dephillips and Mary Dephillips, reserved or set out in the Declaration way be amended without their prior written approved. ration may be amended without their prior written approval.

NOW THEREFORE, Owners hereby adopt the following amendments to the Declaration:

Article I, Section 13 is stricken and the following is substituted therefor:

Section 13. "Association Responsibility Elements" shall mean the following, whether located upon a Lot or upon the Common

- (a) The exterior surface of the Building upon a Lot excluding windows, doors, skylights, patios, decks and privacy fences associated with the decks, and wooden walkways and entry ways.
 - (b) The structural portion the Building upon a Lot.
- The roof, gutters, downspouts, and foundations of the (C) Buildings upon a Lot.
- (d) The yard surrounding the residential structure upon a Lot, except for trees and shrubbery and except that portions of the yard between detached garage and the front of the living
 - (e) Driveways and sidewalks.

Article III, Section 2, is stricken and the following is substituted therefor:

Section 2: Classes of Membership. With this amendment to the Declaration, the Association shall have one class of members referred to as Class A. Class A members shall be all the owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

> Doc ID: 014633650020 Type: GEN Recorded: 03/21/1991 at 12:21:13 PM Fee Amt: Page 1 of 20 Polk County Iowa TIMOTHY J. BRIEN RECORDER File# 1991-00050600

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3. Article IV, Section 3, is stricken and the following is substituted therefor:

Section 3: Maximum Monthly Assessment. Until January 1, 1987, the maximum monthly assessment for each Unit Owner shall be Fifty Dollars (\$50.00) per Lot.

- (a) From and after January 1, 1987, the maximum monthly assessment may be increased effective January 1 of each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1, 1987, the maximum monthly assessment may be increased above 10% by a vote of a majority of members who are voting either in person or by proxy at a meeting duly called for this purpose.
- (c) The Board of Directors shall fix the monthly assessment at an amount not in excess of the maximum.
- (d) A portion of such monthly assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the Common Areas, the building exteriors or of any capital improvement which the Association is required to maintain.
- 4. Article IV, Section 4, is stricken and the following is substituted therefor:
- Section 4. Special Assessments for Capital Improvements and Operating Deficits. In addition to the monthly assessment authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, which the Association is required to maintain or for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the vote of all members who are voting either in person or by proxy at a meeting duly called for this purpose.
- 5. Article , Section 5, is stricken and the following is substituted theref :
- Section 5. No ice and Quorum for Any Action Authorized under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 5 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of the votes shall constitute a quorum. If the required quorum is not present, 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 60 days following the preceding meeting.
- 6. Article VI, Section 1, is stricken and the following is substituted therefor:
- Section 1. Maintenance by Owners. The Owner of each Lot shall furnish and be responsible for, at his own expense, all maintenance, repairs of his Lot and all structures, improvements and equipment located thereon, except for the Association Responsibility Elements but including decorating and replacements within his residence, including heating and air conditioning systems and any partitions and interior walls. He shall be responsible for the maintenance, repair and replacement of all windows in his Living Unit, including skylights in the roof, all decks

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and privacy fences associated with the decks, wooden walkways and entryways, and patios attached to or adjacent to his Living Unit, all windows and doors and interior surfaces of any garage building located on his Lot, and any and all other maintenance, repair, and replacements of the improvements on his Lot unless otherwise provided herein.

- 7. Article VII, Section 1, is stricken and the following is substituted therefor:
- Section 1. Insurance and Insurance Assessment. In addition to the annual assessments and the special assessments for capital improvements, the Association may levy assessments for insurance purchased by the Association. The Association shall obtain or cause to be obtained, liability and casualty insurance for the Association Responsibility Elements. Unless otherwise determined by the Board of Directors of the Association, each Owner shall be responsible for obtaining homeowners liability insurance and casualty insurance for property which is not part of the Association Responsibility Elements.
- (a) In the event of a casualty loss the responsibility for repair and restoration of the Common Area, Association Responsibility Elements and the buildings and improvements upon the Lots shall follow those obtaining the insurance.
- (b) In the event of a casualty loss for which insurance cannot be obtained, the responsibility and cost for the repair and restoration of the buildings and improvements thereon shall be the Owner's responsibility. This would include casualty losses due to such things as war, floods, etc., which are normal exclusions in homeowners insurance policies. Casualty losses to the Common Areas and other Association Responsibility Elements which are not building related are the responsibility of the Association and handled as set forth in this Declaration under Special Assessments (Article IV).
- 8. Article X, Section 1, is stricken and the following is substituted therefor:
- Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing lines between the Lots shall constitute a party wall (common wall), and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- 9. Article XIV, Section 3, is stricken, and the following is substituted therefor:
- Section 3. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs and cats weighing less than 30 pounds at full growth may be kept, provided that they are not kept, bred or maintained for any commercial purposes. If any dog or cat which an Owner proposes to bring to the Properties exceeds the 30-pound limitation, the Owner must request the Board of Directors to approve said exception, which approval shall be in the sole discretion of the majority of the Directors. Any dog or cat located on the Properties as of April 10, 1990 may remain on the Properties even if in violation of this Section of the Declaration. The Association may, by rules and regulations, prohibit or further limit the raising, breeding or keeping of any put on any Lot (front lot or rear lot).
 - 10. Article XV, Section 3, is stricken.

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in and for said County and State

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On this Ltt day of Later, 1990, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Namy Lawren and to me personally known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

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COUNTY OF Pulk) SS:

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APPROVAL OF AMENDMENTS

We, Milo L. DePhillips and Mary DePhillips, the Declarants in the Declaration of Covenants, Conditions and Restrictions for The Townhomes of Meadow Point, dated March 11, 1986, hereby approve and consent to the Amendments to said Declaration set forth in this instrument.

Milo L. DePhillips

Milo L. DePhillips

Mary 9 De Chelyps

Mary DePhillips

COUNTY OF Polk.) SS:

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