

BK: 2022 PG: 9828
Recorded: 5/4/2022 at 2:46:10.0 PM
County Recording Fee: \$102.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$105.00
Revenue Tax:
Chad C. Airhart Recorder
Dallas County, Iowa

**THIRD AMENDMENT TO AMENDED, RESTATED &
SUBSTITUTED DECLARATION OF SUBMISSION OF PROPERTY
TO HORIZONTAL REGIME
FOR BROOKVIEW POINTE CONDOMINIUMS**

Preparer Information:

Bryan M. Loya
222 N.W. Sunrise Drive
Waukee, Iowa 50263
(515) 369-2502

Taxpayer Information:

Brookview Pointe Master Association, Inc.
10888 Hickman Road, Suite A
Clive, Iowa 50325

Return Document To:

Wilson & Egge, P.C.
222 N.W. Sunrise Drive
Waukee, Iowa 50263

Grantor:

Brookview Pointe Master Association, Inc.

Grantee:

N/A

Legal Description:

Lot 65 in Robel Century Run, an Official Plat, now included in and forming a part of the City of West Des Moines, Dallas County, Iowa.

Document or instrument number of previously recorded documents:

Book 2006, Page 14946/Book 2007, Page 2621/Book 2012, Page 12531/Book 2021, Page 14875/Book 2021, Page 15213

**THIRD AMENDMENT TO AMENDED, RESTATED & SUBSTITUTED
DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL REGIME
FOR BROOKVIEW POINTE CONDOMINIUMS**

This Third Amendment to Amended, Restated & Substituted Declaration of Submission of Property to Horizontal Regime for Brookview Pointe Condominiums is executed on this 4 day of May, 2022, by Brookview Pointe Master Association, Inc., an Iowa corporation (collectively "Master Association") as to the following real property:

Lot 65 in Robel Century Run, an Official Plat, now included in and forming a part of the City of West Des Moines, Dallas County, Iowa.

RECITALS

WHEREAS, the above-described real property was previously submitted to a horizontal property regime by virtue of a Declaration of Submission of Property to Horizontal Property Regime for Brookview Pointe Condominiums recorded September 1, 2006 in Book 2006, Page 14946; as amended by First Amendment to Declaration filed February 26, 2007 in Book 2007, Page 2621; an Amended, Restated & Substituted Declaration of Submission of Property to Horizontal Regime for Brookview Pointe Condominiums recorded July 27, 2012 in Book 2012 at Page 12531; a First Amendment to Amended, Restated & Substituted Declaration recorded May 19, 2021 in Book 2021, Page 14875, and a Second Amendment to Amended, Restated & Substituted Declaration recorded May 21, 2021 in Book 2021, Page 15213 (the "Declaration") of the Dallas County, Iowa records; and

WHEREAS, the Site Plan attached as Exhibit "A" to the Declaration contained an error in that it identified Garage Unit 90 and Garage Unit 94 as two-car garages when said portions of garage buildings 5 and 6 in fact consisted of fourteen (14) one-car garage units and six (6) one-car garage units, respectively; and

WHEREAS, Article XIV(1)(d) of the Declaration authorizes the Master Association to amend the Declaration upon the affirmative vote of at least 51 percent of all of the votes in the Master Association, and the affirmative vote of at least 51 percent of all of the votes in the Master Association has been obtained;

WHEREAS, the Master Association therefore desires to clarify the various matters set forth above pursuant to its authority, and hereby further amends the Declaration in the manner set forth below.

NOW, THEREFORE, in consideration of the premises, the Master Association does hereby declare the Declaration shall be amended as follows:

1. Article I, Section 20 of the Declaration is deleted in its entirety and is hereby replaced as follows:

20. Garage Unit. The condominium project contains 103 garage units. There are 98 single-stall garage units and 5 two-stall garage units as shown on the Site Plan. The garage units are, or will be, numbered 1 through 96, 8A, 32A, 48A, 70A, 80A, 90A, and 94A. The Master Association shall have the right, in its sole discretion, to change the number of single-stall or two-stall garage units in the

Sub-Association regions II and III as those units are being built. Upon removal of all solid waste dumpsters from garages previously set aside for the containment of solid waste dumpsters, all solid waste collection sites are Common Elements and shall be maintained by the Master Association.

The boundaries of each garage unit shall be the perimeter boundaries as depicted on the Site Plan extending vertically from the floor or pavement beneath to the height of the ceiling above the floor and the interior unfinished surfaces of the floor, the walls, and the ceiling.

Garage units are hereby declared to be individual condominium units which may be separately sold, transferred, or leased by the owner thereof upon such terms as the owner, in his sole discretion, deems appropriate. Individual garage units will initially be sold and conveyed by the Master Association, in its sole discretion, to residential unit owners. Once a garage unit is conveyed to a residential unit owner, the owner thereof may sell said garage to any other residential unit owner on such terms as they mutually agree upon. However, a garage unit may not be sold to any person who is not the owner of a residential unit in this project. For purposes of legally describing garage units in the abstract of title and for conveyance purposes, the garage numbers will be preceded by the capital letter "G". For example, Garage Unit No. 1 will be legally described as G1. The Developer reserves the right to renumber individual garage units as the Developer deems appropriate.

2. Exhibit "A" to the Declaration is deleted in its entirety and the Exhibit "A" attached hereto is substituted in lieu thereof.

Except as amended hereby, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Master Association has caused this First Amendment to Declaration to be executed as of the date first above written.

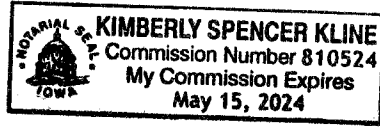
MASTER ASSOCIATION:

BROOKVIEW POINTE MASTER ASSOCIATION, INC.
an Iowa corporation



By: Jason Fielder
Its: President

STATE OF IOWA)
) SS
COUNTY OF POLK)



On this 4th day of May, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jason Fielder, President of Brookview Pointe Master Association, Inc.

Kim Spencer Kline
Notary Public in and for the State of Iowa

EXHIBIT "A"
SITE PLAN

E.P. TRUE PARKWAY

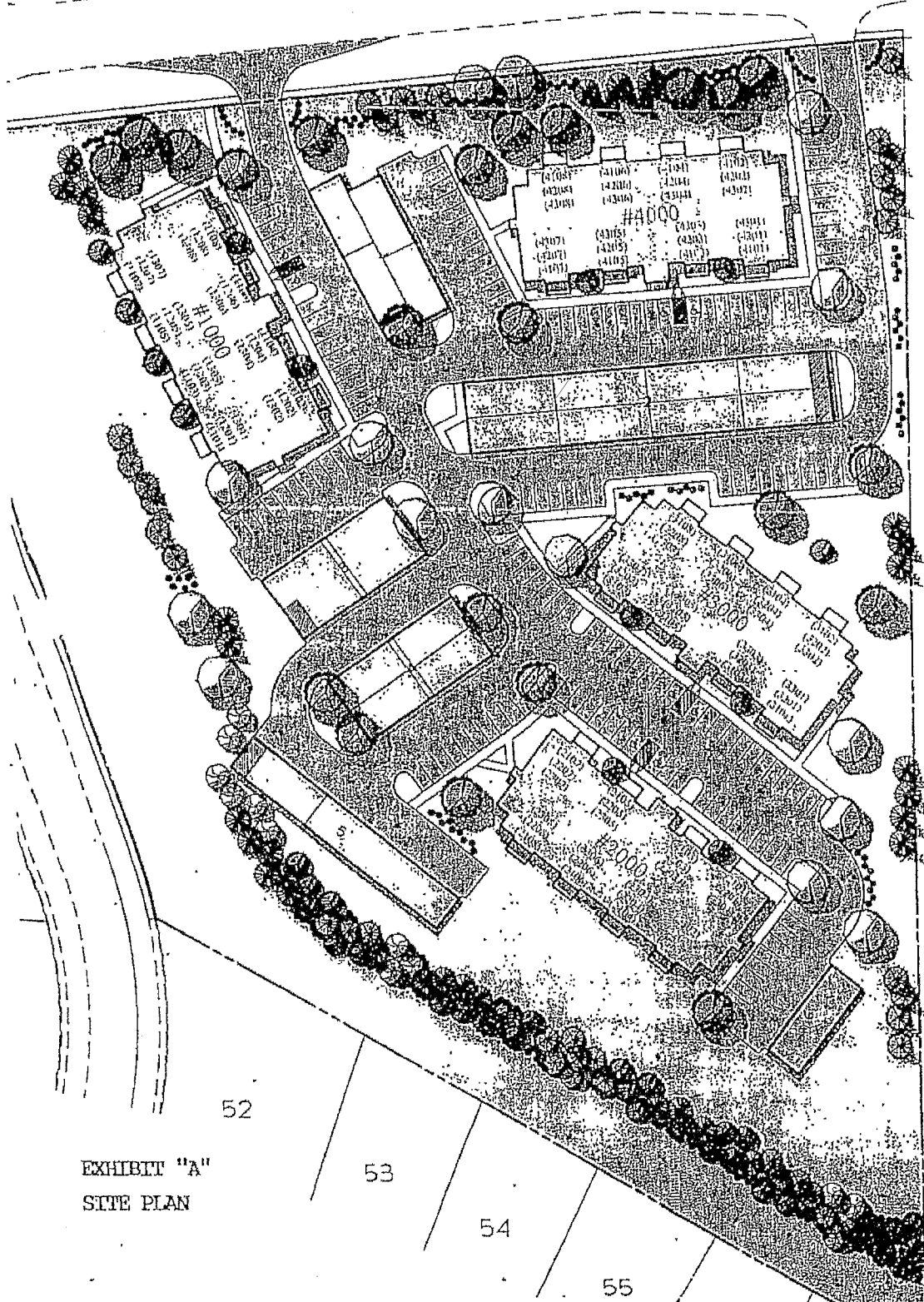


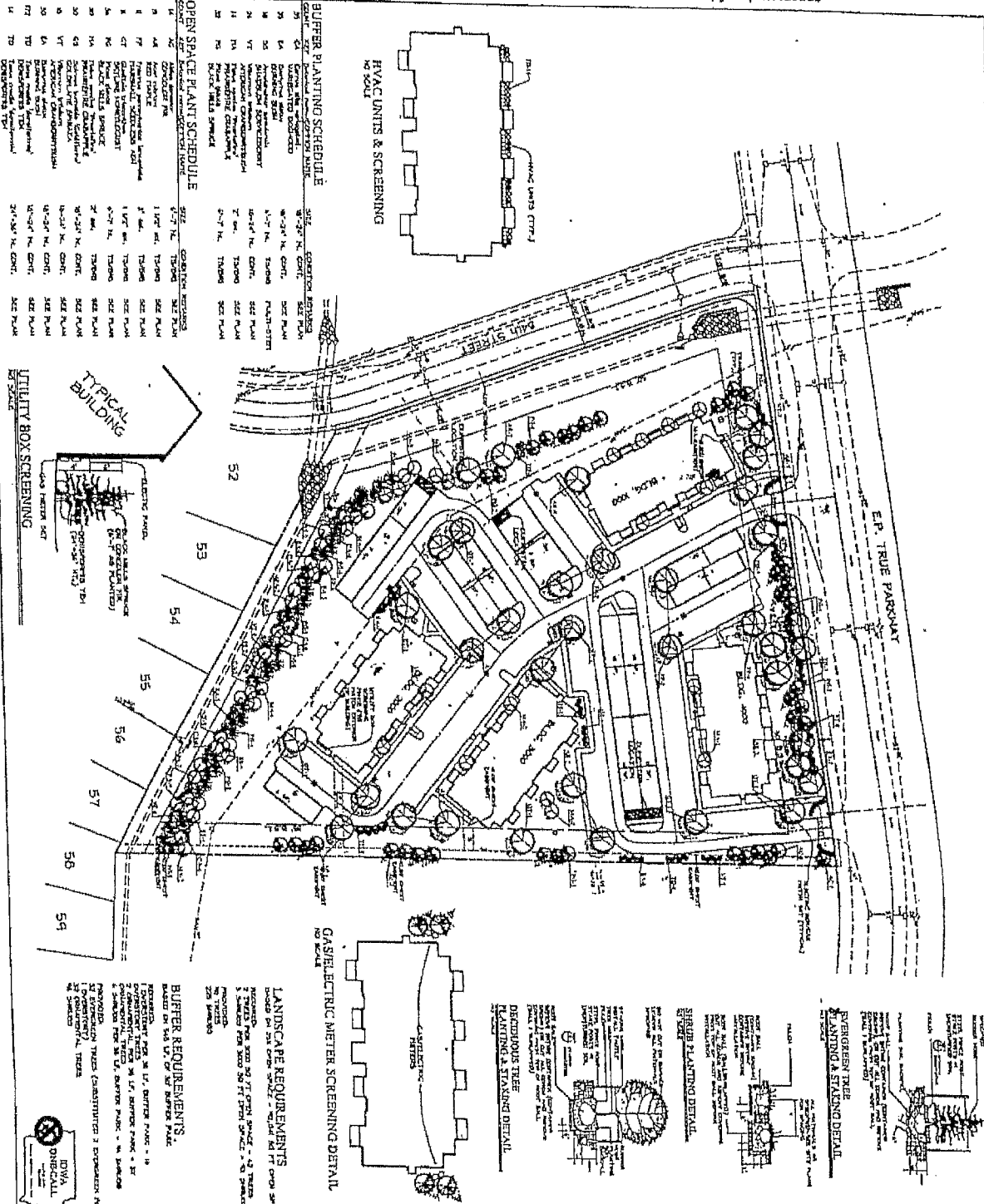
EXHIBIT "A"
SITE PLAN

52

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OPEN SPACE PLANT SCHEDULE

NO.	PLANT SPECIES	SIZE	QUANTITY	REMARKS
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LANDSCAPE NOTES

1. ALL SHRUBS, BUSHES AND LANDSCAPING SHALL BE PLANTED WITHIN THE SPECIFIED PLANTING ZONES.
2. THE LOCATION AND DIRECTION SHALL BE AS SHOWN ON THE PLAN.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND COUNTY.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND COUNTY.
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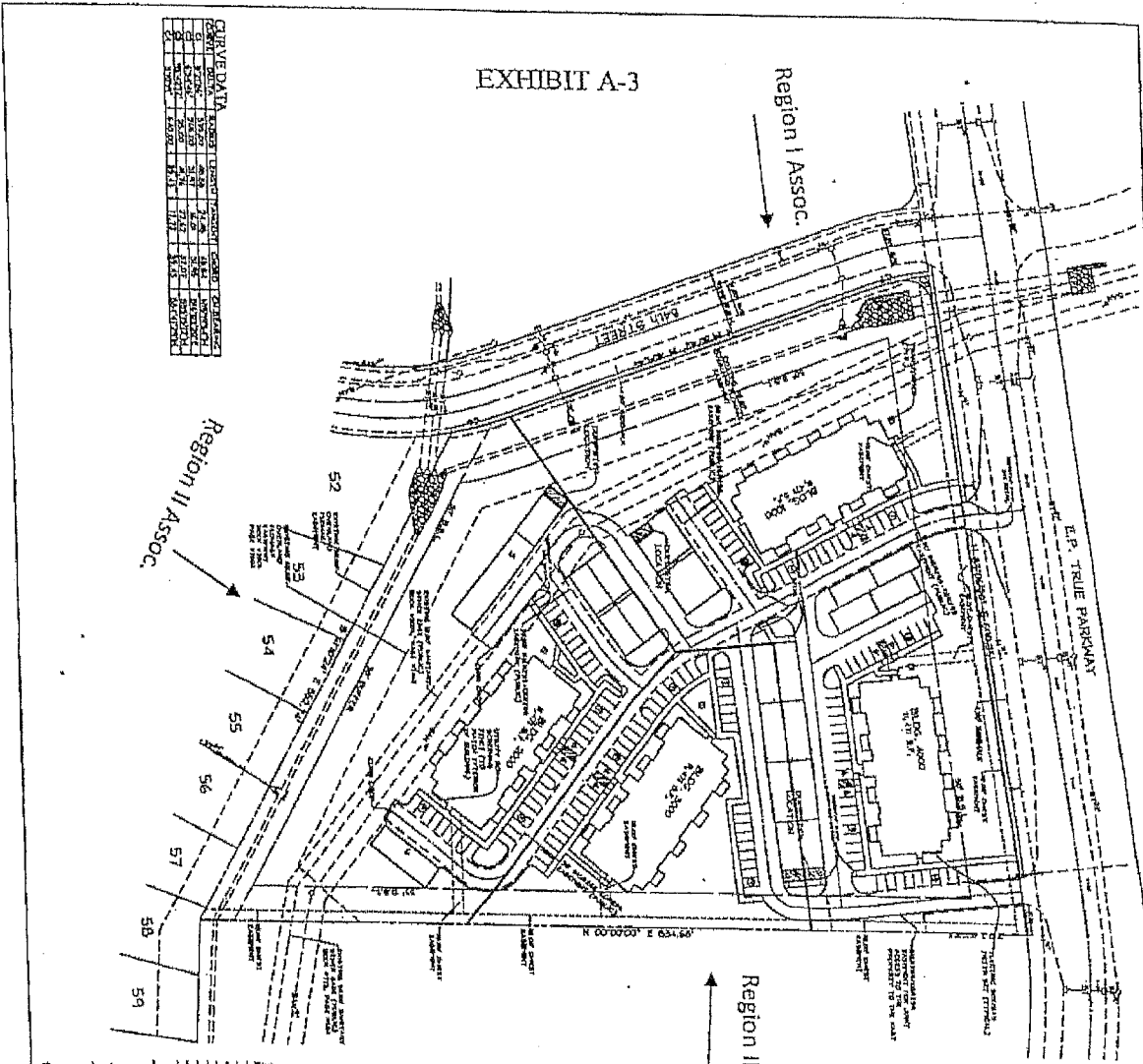
LEGEND

- DISTANCE TO CENTER OF ROAD
- DISTANCE TO CENTER OF SIDEWALK
- DISTANCE TO CENTER OF CURB
- DISTANCE TO CENTER OF PLANTING ZONE
- DISTANCE TO CENTER OF UTILITY BOX
- DISTANCE TO CENTER OF GAS/ELECTRIC METER
- DISTANCE TO CENTER OF HVAC UNIT
- DISTANCE TO CENTER OF TYPICAL BUILDING
- DISTANCE TO CENTER OF UTILILITY BOX SCREENING
- DISTANCE TO CENTER OF GAS/ELECTRIC METER SCREENING
- DISTANCE TO CENTER OF DECIDUOUS TREE
- DISTANCE TO CENTER OF SPRING GREEN TREE
- DISTANCE TO CENTER OF SHRUB
- DISTANCE TO CENTER OF LANDSCAPE REQUIREMENTS
- DISTANCE TO CENTER OF BUFFER REQUIREMENTS
- DISTANCE TO CENTER OF UTILILITY BOX SCREENING
- DISTANCE TO CENTER OF GAS/ELECTRIC METER SCREENING
- DISTANCE TO CENTER OF DECIDUOUS TREE
- DISTANCE TO CENTER OF SPRING GREEN TREE
- DISTANCE TO CENTER OF SHRUB
- DISTANCE TO CENTER OF LANDSCAPE REQUIREMENTS
- DISTANCE TO CENTER OF BUFFER REQUIREMENTS

COOPER CRAWFORD & ASSOCIATES, L.L.C.
 CIVIL ENGINEERS
 1118 GRAND AVENUE, SUITE 100, BIRMINGHAM, AL 35203
 (205) 251-1111
 FAX: (205) 251-1112
 WWW.COOPERCRAWFORD.COM

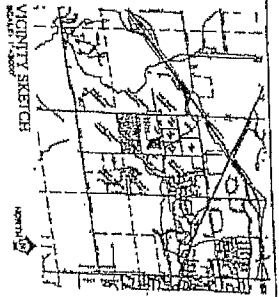
LANDSCAPE PLAN
 BROOKVIEW POINTE
 SHEET 5 OF 4
 0590C

EXHIBIT A-3



CURVE DATA

STATION	PC	PT	PI	TS	CS	STATION	PC	PT	PI	TS	CS
1+00	1+00	1+00	1+00	1+00	1+00	1+00	1+00	1+00	1+00	1+00	1+00
2+00	2+00	2+00	2+00	2+00	2+00	2+00	2+00	2+00	2+00	2+00	2+00
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- LEGEND
- EXISTING/PROPOSED 1st FLOOR
 - EXISTING/PROPOSED 2nd FLOOR
 - EXISTING/PROPOSED 3rd FLOOR
 - EXISTING/PROPOSED 4th FLOOR
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COOPER CRAWFORD
& ASSOCIATES, L.L.C.
CIVIL ENGINEERS

2417 W. UNIVERSITY AVENUE, SUITE 200
DES MOINES, IOWA 50319
PHONE: 515-281-1111
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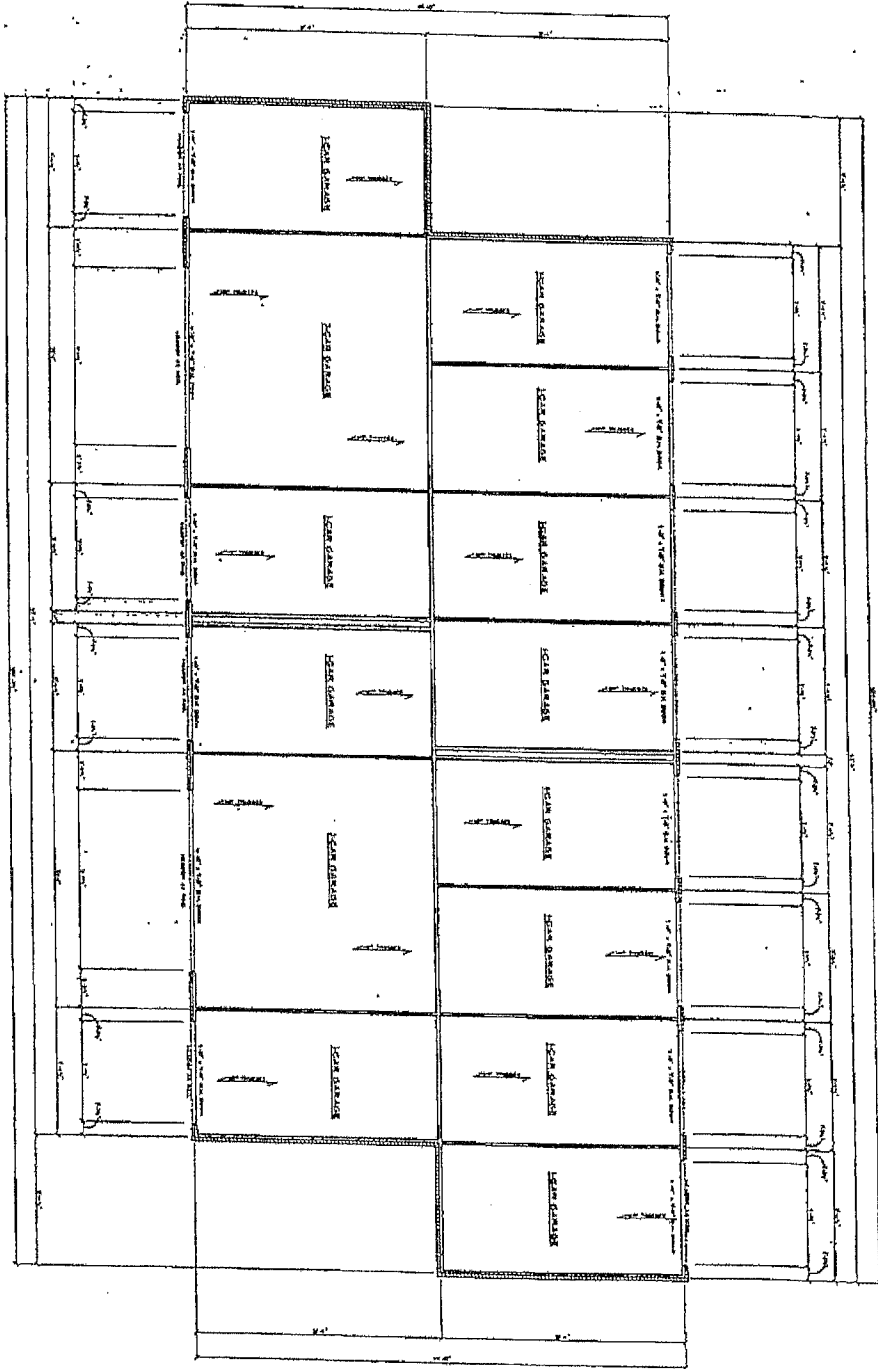
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DATE: 05/20/12

DIMENSION PLAN
BROOKVIEW POINTE

SHEET
1 OF 4

SITE PLAN
BROOKVIEW
POINTE
8350 E.P. TRUE PARKWAY
WEST DES MOINES, IOWA

MAIN FLOOR PLAN
GARAGE - 16 UNIT



1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 2. ALL WALLS ARE 1/2" THICK UNLESS NOTED OTHERWISE.
 3. ALL DOORS ARE 3'0" WIDE UNLESS NOTED OTHERWISE.
 4. ALL WINDOWS ARE 4'0" WIDE UNLESS NOTED OTHERWISE.
 5. ALL CEILING HEIGHTS ARE 8'0" UNLESS NOTED OTHERWISE.
 6. ALL FLOOR FINISHES ARE TO BE DETERMINED BY THE OWNER.
 7. ALL EXTERIOR FINISHES ARE TO BE DETERMINED BY THE OWNER.
 8. ALL UTILITIES ARE TO BE LOCATED AND DELETED BY THE OWNER.
 9. ALL MECHANICAL, ELECTRICAL AND PLUMBING ARE TO BE LOCATED AND DELETED BY THE OWNER.
 10. ALL STRUCTURAL ELEMENTS ARE TO BE LOCATED AND DELETED BY THE OWNER.
 11. ALL FINISHES ARE TO BE LOCATED AND DELETED BY THE OWNER.
 12. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 13. ALL WALLS ARE 1/2" THICK UNLESS NOTED OTHERWISE.
 14. ALL DOORS ARE 3'0" WIDE UNLESS NOTED OTHERWISE.
 15. ALL WINDOWS ARE 4'0" WIDE UNLESS NOTED OTHERWISE.
 16. ALL CEILING HEIGHTS ARE 8'0" UNLESS NOTED OTHERWISE.
 17. ALL FLOOR FINISHES ARE TO BE DETERMINED BY THE OWNER.
 18. ALL EXTERIOR FINISHES ARE TO BE DETERMINED BY THE OWNER.
 19. ALL UTILITIES ARE TO BE LOCATED AND DELETED BY THE OWNER.
 20. ALL MECHANICAL, ELECTRICAL AND PLUMBING ARE TO BE LOCATED AND DELETED BY THE OWNER.
 21. ALL STRUCTURAL ELEMENTS ARE TO BE LOCATED AND DELETED BY THE OWNER.
 22. ALL FINISHES ARE TO BE LOCATED AND DELETED BY THE OWNER.

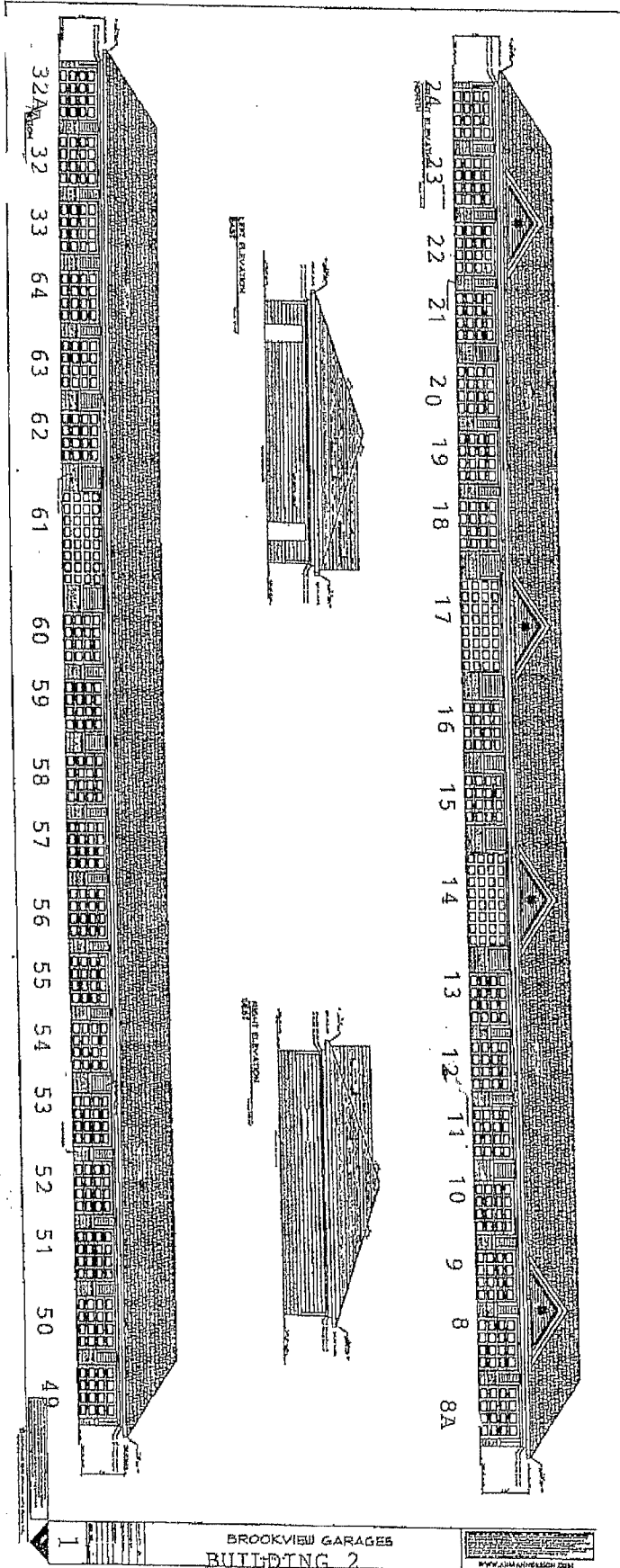
2

BROOKVIEW GARAGES
BUILDING 1, FLOOR PLAN

AHMANN DESIGN INC.
 1000 WEST 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 TEL: 303.733.7900
 WWW.AHMANNDESIGN.COM

AHMANN
 DESIGN INC.
 1000 WEST 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 TEL: 303.733.7900

EXHIBIT A-6



2

EXHIBIT A-7

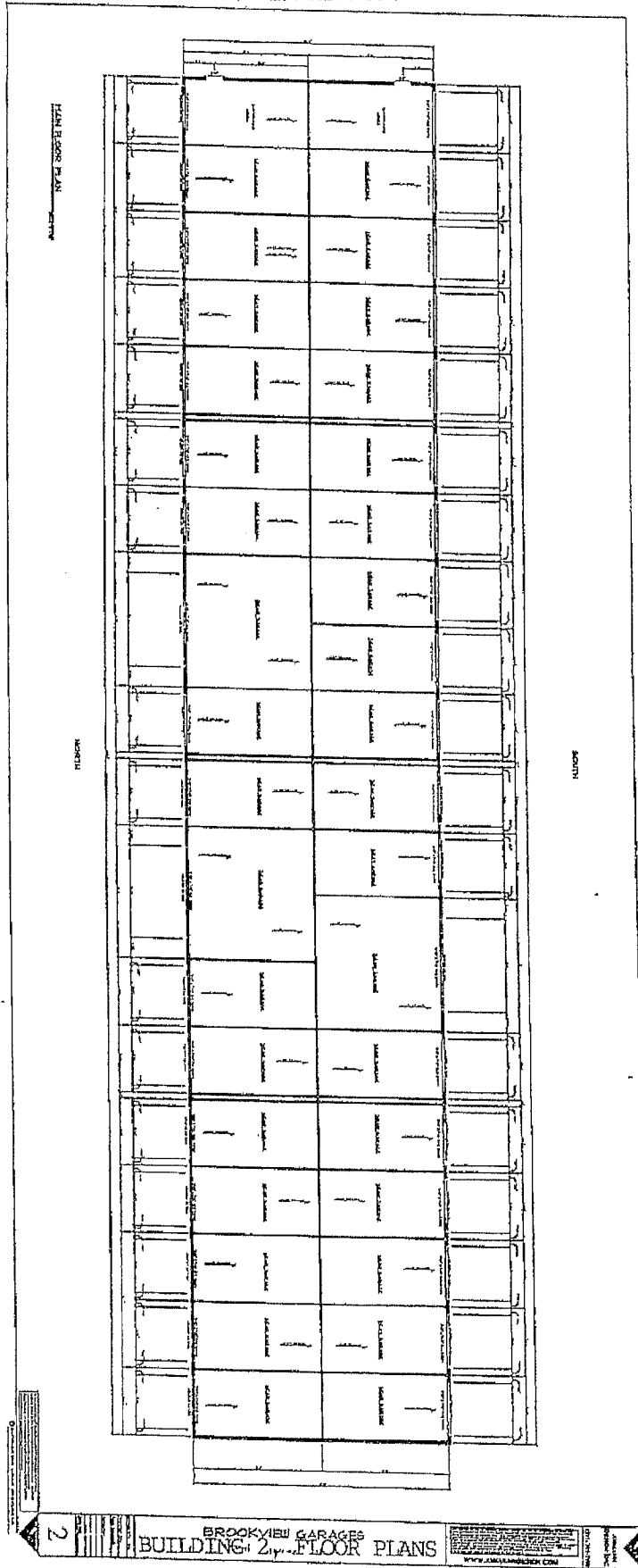
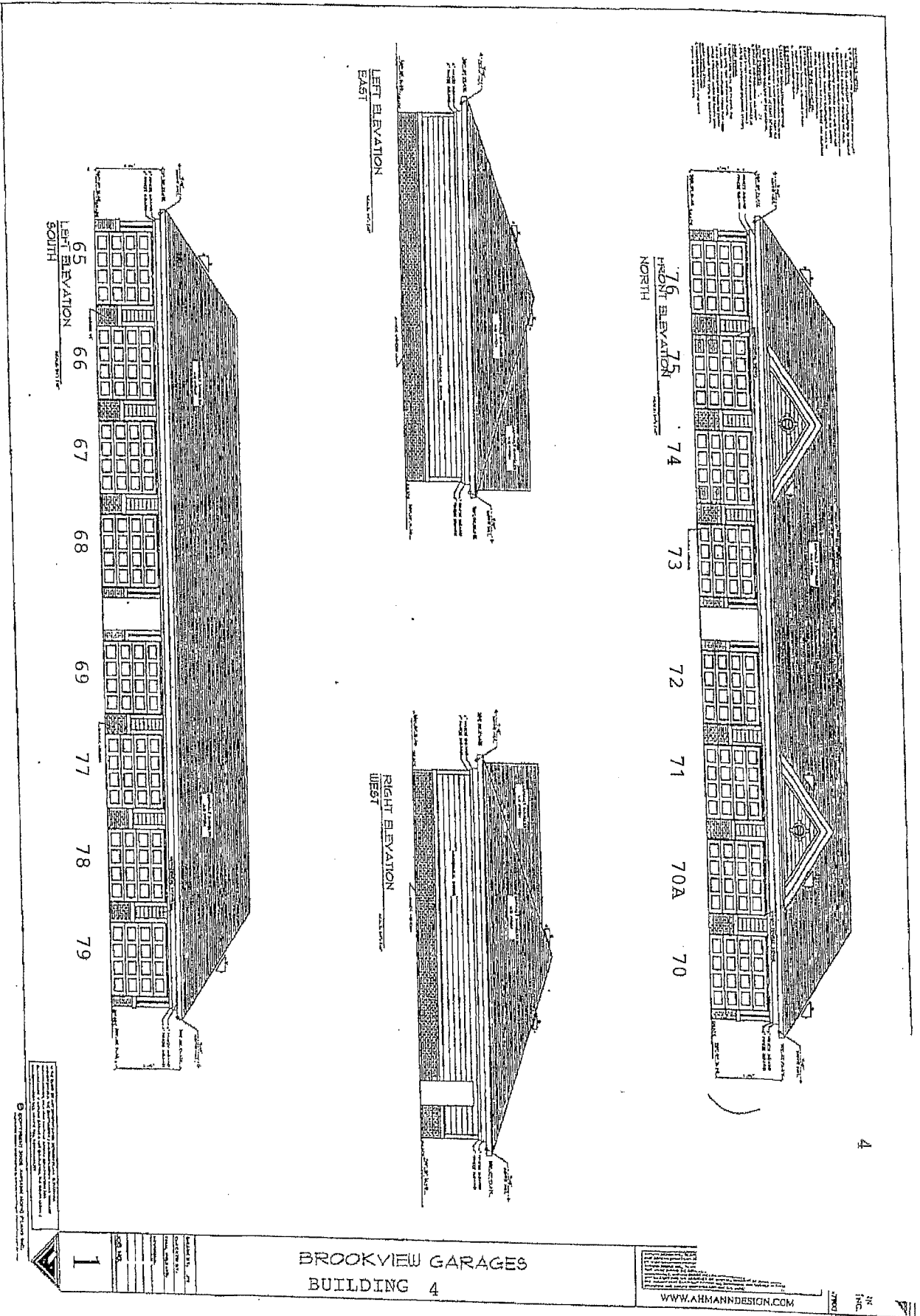
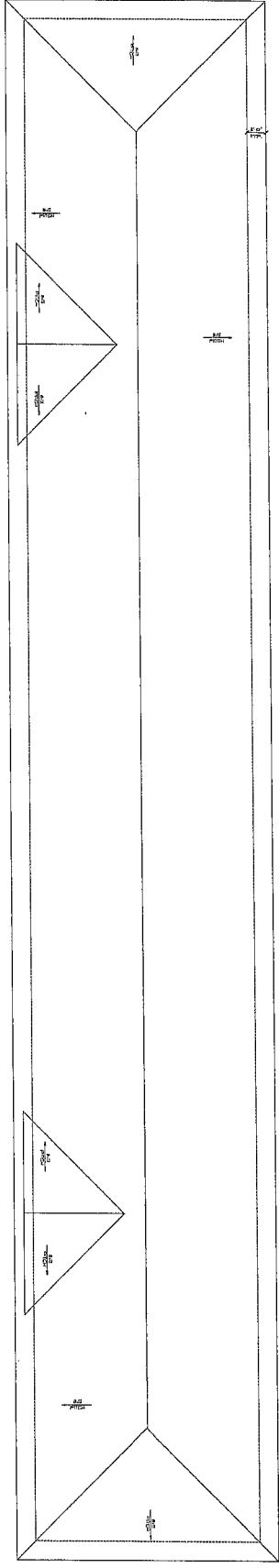
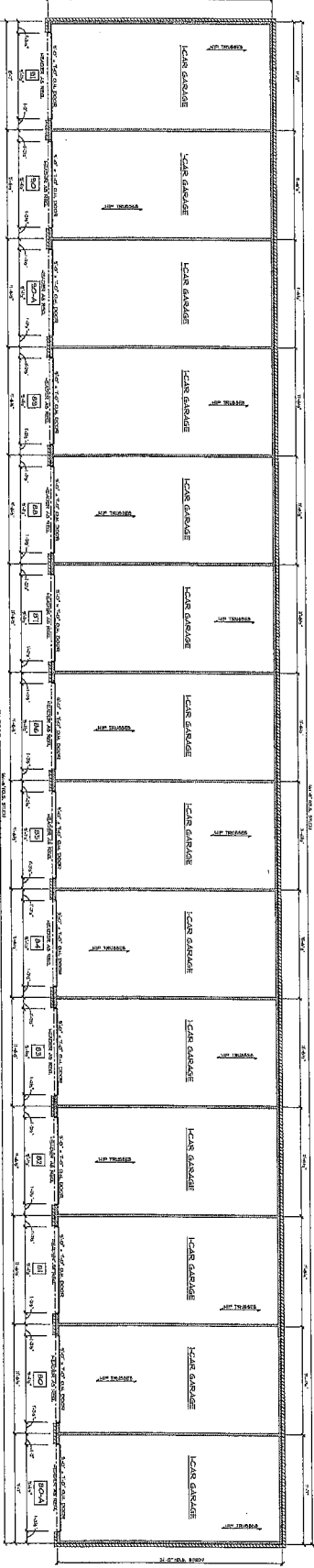


EXHIBIT A-8





- GENERAL NOTES:**
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL UTILITIES AND STRUCTURES PRIOR TO CONSTRUCTION.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 5. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
 6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.
 7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
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 10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- PERMITS AND APPROVALS:**
1. ALL PERMITS AND APPROVALS SHALL BE OBTAINED PRIOR TO CONSTRUCTION.
 2. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
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- CONSTRUCTION SCHEDULE:**
1. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 2. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 3. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
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 10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.



MAIN FLOOR PLAN

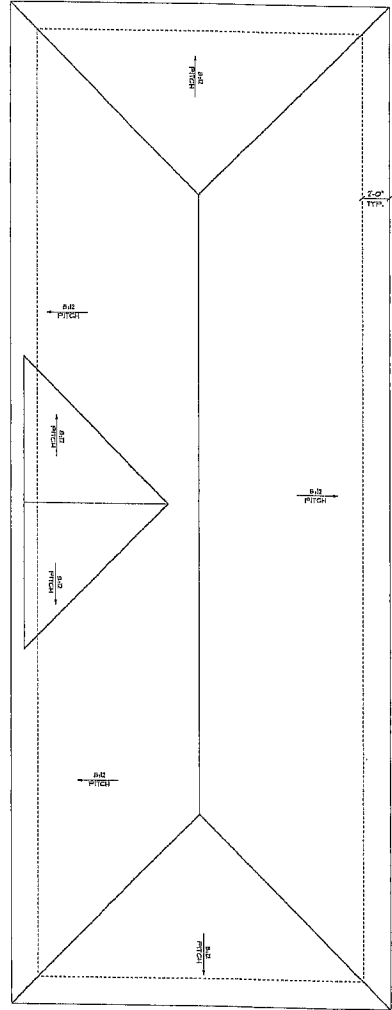
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3

DATE: 03/15/2023
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: 14 PLEX GARAGE

14 PLEX COMMERCIAL GARAGE - 14 PLEX

AJMANN DESIGN INC.
 (313) 355-7900
 WWW.AJMANNDESIGN.COM



GENERAL NOTES:

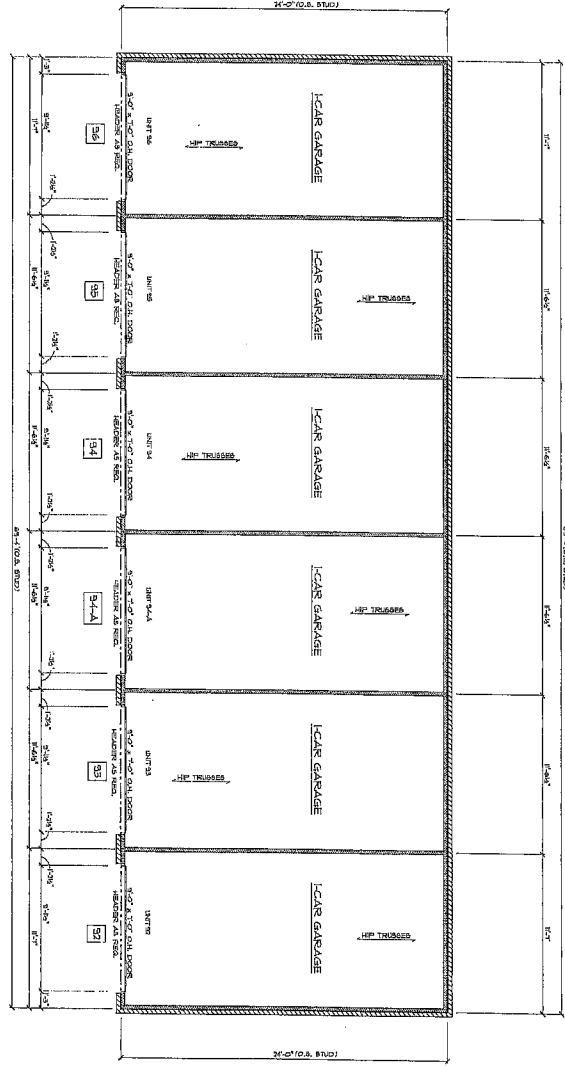
1. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE GENERAL CONSTRUCTION OF THE GARAGE.
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GENERAL NOTES:

1. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE GENERAL CONSTRUCTION OF THE GARAGE.
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REMARKS:

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MAIN FLOOR PLAN

SCALE: 1/8" = 1'-0"

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DATE: 01/11/2022	BY: JHB
REVISIONS:	
NO. 1	DATE: 01/11/2022
NO. 2	DATE: 01/11/2022

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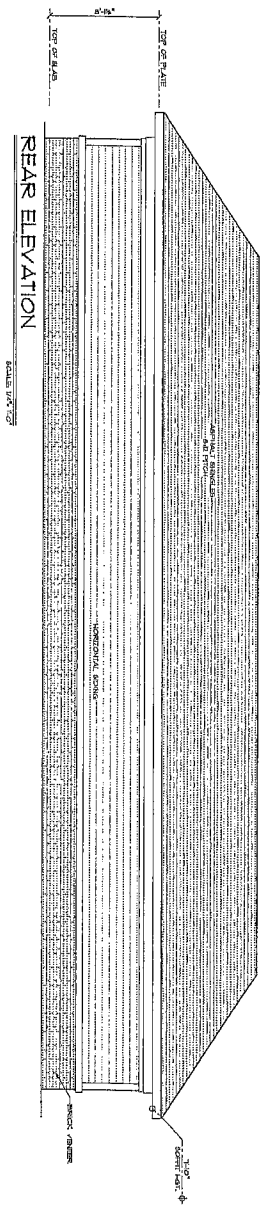
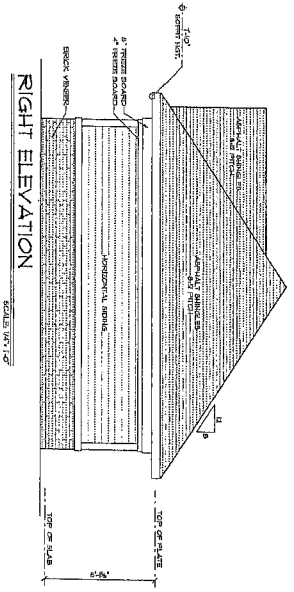
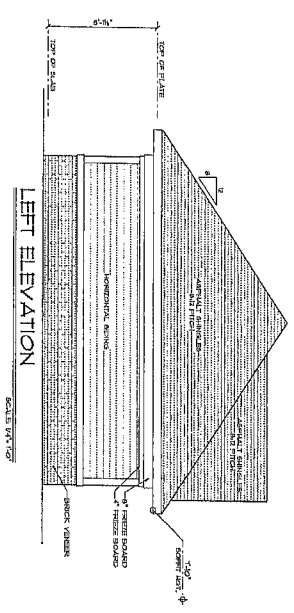
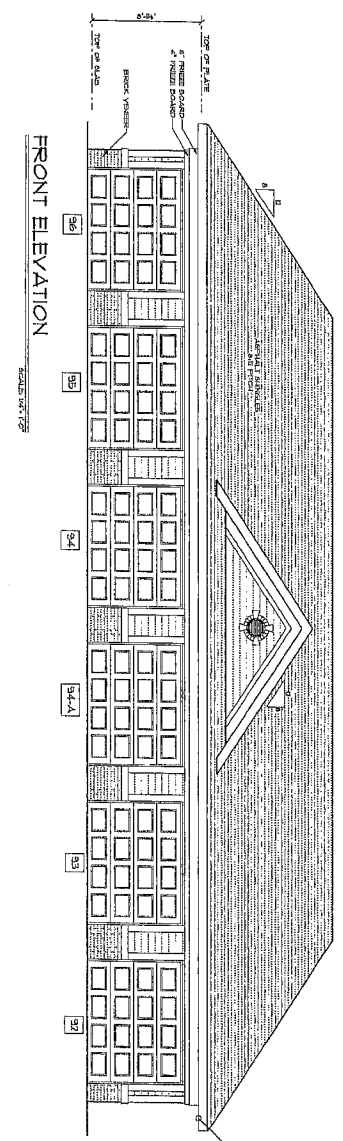
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AHMANN DESIGN INC.
 (319) 395-7900



MATERIALS LIST:

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IN THE EVENT OF ANY DISCREPANCY BETWEEN THESE DRAWINGS AND ANY OTHER DOCUMENTS, THESE DRAWINGS SHALL CONTROL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL DEBRIS AND WASTE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AREAS TO ORIGINAL OR BETTER CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE ARCHITECT OF ANY CHANGES OR DELAYS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL RECORDS AND DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL DEBRIS AND WASTE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AREAS TO ORIGINAL OR BETTER CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE ARCHITECT OF ANY CHANGES OR DELAYS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL RECORDS AND DOCUMENTS.

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DESIGNED BY: [Name]
 CHECKED BY: [Name]
 DATE: [Date]
 JOB NO. 22103000

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