BK: 6691 PG: 820
Recorded: 9/12/2025 at 11:14:40.0 AM
County Recording Fee: $22.00
Iowa E-Filing Fee: $3.00
Combined Fee: $25.00
Revenue Tax: $0.00
Kim Painter RECORDER
Johnson County, Iowa

Prepared by and after recording return to:

Patrick J. Ford | 425 E. Oakdale Blvd., Suite 201 | (319) 351-2028
Pugh Hagan Prahm PLC | Coralville, Iowa | Facsimile (319) 351-1102

SECOND AMENDMENT TO DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME FOR VILLAS AT PINE GROVE CONDOMINIUMS

THIS SECOND AMENDMENT TO DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME for VILLAS AT PINE GROVE CONDOMINIUMS the ("Second Amendment") is dated as of this 12th day of September, 2025 ("Effective Date").

WHEREAS, the Declaration of Submission of Property to Horizontal Property Regime for Villas at Pine Grove Condominiums ("Condominium Regime"), was recorded on November 30, 2018, in Book 5859, Pages 755-848 (inclusive), of the Records of Johnson County, Iowa ("Declaration"); and

WHEREAS, the Declaration was subsequently amended by that certain Amendment to Villas at Pine Grove Condominiums Declaration (the "First Amendment") recorded August 25, 2022, in Book 6419, Pages 836-842 (inclusive), of the Records of Johnson County, Iowa; and

WHEREAS, pursuant to the provisions of Article XIV, Paragraph 1(b) of the Declaration, the Declaration may be amended by resolution adopted by at least 67% of all owners entitled to vote, in person or by proxy, at a duly called and noticed regular or special meeting at which the proposed amendment is considered; and

WHEREAS, in accordance with the above-referenced provisions, at least 67% of all owners entitled to vote have cast votes in favor of this Second Amendment, either in person or by proxy, at a duly called and noticed special meeting held September 9, 2025, at which meeting this amendment was considered.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is hereby amended as follows:

1. **ARTICLE IX, Paragraph 2(b) of the Declaration is deleted in its entirety, and replaced with the following**:

(b) Units shall be used and occupied for single-family dwelling purposes only. A Unit may not be rented or leased, or resided in by anyone other than the Owner of such Unit, or members of such Owner's immediate family.

Notwithstanding the foregoing, a Unit which is rented or leased as of the recording of the Second Amendment to this condominium declaration, as documented with the Board of Directors at the time of such recording, or within thirty (30) days thereof by providing the Board of Directors a copy of a bona fide signed and dated lease agreement indicating the Unit was rented or leased at such time, may continue to be rented or leased until the earlier of such time the Unit is: (a) permitted to remain vacant (i.e. not subject to a bona fide lease submitted to the Board of Directors) for one hundred twenty (120) days or longer; (b) resided in by the record Owner(s) of the Unit; or (c) sold or otherwise transferred and conveyed by the Owner of the Unit. Thereafter, the rental or leasing of such Unit shall conform to the limitations established by the Second Amendment to this condominium declaration.

The renting or leasing of any Unit as permitted above is subject to the following terms and restrictions:

(i) No Unit or part thereof shall be rented or used for short-term, transient, or hotel purposes, which is defined as: (a) rental for any period less than thirty (30) days; (b) rental under which tenants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (c) rental to roomers or boarders, that is, rental to one or more tenants of only a portion of a Unit. No lease may be of less than an entire Unit.

(ii) All leases must be signed, dated, and a copy delivered to the Board of Directors prior to any Tenant taking possession. For purposes of this Article, "Tenant" shall include any occupant other than a Unit owner or a family member of a Unit owner who resides with the Unit owner. All leases shall contain a statement that the Tenant(s) acknowledge(s) receipt of the condominium declaration (as amended), including restrictions and rules and regulations governing the condominium, if any, and that the Tenant(s) affirmatively agree(s) to be bound by the same.

(iii) No Lease shall relieve a Unit owner from any responsibility or liability imposed by the condominium declaration (as amended). The term "Lease" as used herein shall include an agreement, whether written or oral, establishing any form of non-owner occupancy, whether technically a rental or

lease, and whether for consideration or not.

(iv) Ownership of a Unit by a corporation, partnership, limited liability company (or similar entity), or trust is permitted, provided however, that no individual shall be permitted to occupy or use such Unit, except pursuant to a written Lease in compliance with the terms and conditions of this Declaration. Notwithstanding the foregoing, no Lease shall be required for a Unit owned by a revocable trust which is occupied by the grantor of the trust and/or the grantor's spouse.

(v) The above-referenced restrictions on leasing shall not apply to any Unit acquired by the holder, guarantor, or insurer of an institutional first mortgage on a Unit, and their respective heirs, successors, and assigns who acquire such Unit pursuant to the remedies provided in the mortgage, including, without limiting the generality of the foregoing, foreclosure or deed in lieu of foreclosure.

(vi) In the event the Association is obligated by the City of Iowa City to repair, maintain, improve, or modify any limited or common elements within the regime pursuant to any Unit Owner's request for a rental permit, the cost of all such expenses shall be reimbursed to the Association in equal shares by the Unit Owners whose Units are occupied by a Tenant, within 30 days of demand from the Association.

(vii) In the event the Association incurs any other expense relating to any Unit Owner's request for a rental permit from the City of Iowa City, all such expenses shall be reimbursed to the Association by the Unit Owner so requesting the rental permit, within 30 days of demand from the Association.

2. Any capitalized term not expressly defined herein shall have the meaning ascribed in the Declaration.

3. Except as otherwise amended herein, all other provisions of the Declaration shall remain in full force and effect.

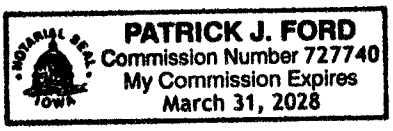
[Signature page to follow]

VILLAS AT PINE GROVE CONDOMINIUMS
OWNERS ASSOCIATION,
an Iowa nonprofit corporation

By: _____
Lynn Gallagher, President

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

This instrument was acknowledged before me on this 12th day of September, 2025, by Lynn Gallagher, as President of Villas at Pine Grove Condominiums Owners Association.



_____
Notary Public in and for the State of Iowa