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Johnson County Iowa
Kim Painter County Recorder
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AMENDMENT
TO
VILLAS AT PINE GROVE CONDOMINIUMS DECLARATION

COMES NOW, the undersigned, who, pursuant to Article XIV, Paragraph 3, of the Condominium Declaration filed for Villas at Pine Grove Condominiums on November 30, 2018, in Book 5859, Page 755, Miscellaneous Records of Johnson County, Iowa, hereby amends said Declaration as follows:

1. Article X, Insurance and Casualty, of the Declaration is deleted in its entirety and replaced with the following:

ARTICLE X
INSURANCE AND CASUALTY

1. General Liability and Property Damage. Comprehensive general liability and property damage insurance shall be purchased by the Board as promptly as possible following its election and shall be maintained in force at all times, the premiums thereon to be paid by assessments. Prior to the organizational meeting, such insurance shall be procured by Declarant. The insurance shall be carried with reputable companies authorized to do business in the State of Iowa in such amounts as the Board may determine. The policy or policies shall name as insured all the Owners and the Association. Declarant shall be named an additional insured on such policy or policies until such time as Declarant shall have conveyed all of the Condominium Units in the Condominium Regime. The policy or policies shall insure against loss arising from perils in both the Common

Elements and the Units and shall include contractual liability coverage to protect against such liabilities as may arise under the contractual exposures of the Association and/or the Board.

2. **Fire and Casualty.** Fire and other hazard insurance shall be purchased by the Board as promptly as possible following its election and shall thereafter be maintained in force at all times, the premiums thereon to be paid out of Association assessments. Policies shall provide for the issuance of certificates or such endorsement evidencing the insurance as may be required by the respective mortgagees. The policy, and certificates so issued, will bear a mortgage clause naming the mortgagees interested in said property. The policy or policies shall insure against loss from perils therein covered to all of the improvements in the Condominium Regime, except as may be separately insured. Such policy or policies shall contain extended coverage, vandalism and malicious mischief endorsements. The improvements to be insured under this clause shall be continually insured to value, and the policy or policies shall contain replacement cost insurance. If reasonably available, the policy or policies shall contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild. The policy or policies shall name as insured all of the Owners, the Association and Declarant, so long as Declarant is the Owner of any of the Units in the Condominium Regime. The Declarant shall notify the insurance carrier of any change in ownership of a Unit until such time as the organizational meeting of the Unit Owners is held, at which time it shall be the responsibility of the Association to notify the insurance carrier of a change in the ownership of any Unit. The policy or policies shall also cover personal property owned in common, and shall further contain waiver of subrogation rights by the carrier as to negligent owners.

3. **Fire and Casualty on Individual Units.** Except as expressly provided in this clause and in section 4 herein, no Owner shall separately insure his or her Condominium or any part thereof against loss by fire or other casualty covered by the insurance carrier under section 2 herein. Should any Owner violate this provision, any diminution in insurance proceeds resulting from the existence of such other insurance, shall be chargeable to the Owner who acquired such other insurance, who shall be liable to the Association to the extent of any such diminution and/or loss of proceeds.

4. **Personal Liability on Individual Units.** An Owner may carry such personal liability insurance, in addition to that herein required, as he or she may desire. In addition, such fixtures and mechanical equipment located within a Unit such as plumbing fixtures, electrical lighting fixtures, kitchen and bathroom cabinets and counter tops, air-conditioning and water heater, together with additions thereto and replacements thereof, as well as the personal property of the Unit Owner, shall be separately insured by such Owner to its full insurable value, such insurance to be limited to the type and nature of coverage often referred to as "Condominium Unit Owners Insurance". All such insurance separately carried shall contain waiver of subrogation rights by the carrier as to negligent Owners.

5. **Additional Coverage.** The Board may purchase and maintain in force, at the expense of the maintenance fund, debris removal insurance, fidelity bonds and other insurance and/or bonds that it deems necessary. The Board shall purchase and maintain workmen's compensation insurance to the extent that the same shall be required by law respecting employees of the Association. The Board may also maintain "all risk" insurance coverage on the Condominium Regime to insure against water damage and like kind of casualties.

6. **Loss Adjustment.** The Board is hereby appointed the attorney-in-fact for all Owners to negotiate loss adjustment on the policy or policies carried by the Association.

7. **Association as Trustee for Proceeds.** In the event of damage or destruction by fire or other casualty affecting a Unit or Units, and/or if any portion of the Common Elements is damaged or destroyed by fire or other casualty, all insurance proceeds paid in satisfaction of claims for said loss or losses shall be segregated according to losses suffered by each Unit or Units and/or the Common Elements, and shall be paid to the Association as trustee for the Owner or Owners and for the encumbrancer or encumbrancers, as their interest may appear. Said insurance proceeds and the proceeds of any special assessment as hereinafter provided, whether or not subject to liens of mortgages or deeds of trust, shall be collected and disbursed by said trustee through a separate trust account on the following terms and conditions:

(a) Partial Destruction of Common Elements. If the damaged improvement is a Common Element, the Board of Directors of the Association may, without further authorization, contract to repair or rebuild the damaged portion of the Common Element substantially in accordance with the original plans and specifications thereof.

(b) Partial Destruction of Units and Common Elements. In the event of damage to, or destruction of, any Unit or Units with accompanying damage to the Common Elements but the total destruction or damage does not represent sixty percent (60%) or more of the Building and the cost of repairing or rebuilding said damaged area does not exceed the amount of available insurance proceeds for said loss by more than $15,000.00, the Board of Directors of the Association shall immediately contract to repair or rebuild the damaged portion of the Unit or Units and the Common Elements substantially in accordance with the original plans and specifications. If the cost to repair or rebuild exceeds available insurance by $15,000.00, the Owners of the individual Units, by vote of not less than a majority of those present and entitled to vote, in person or by proxy, at a duly constituted Owners' meeting held within thirty (30) days from the date of such damage or destruction, shall determine whether the Board of Directors shall be authorized to proceed with repair or reconstruction.

(c) Total Destruction. In the event of sixty percent (60%) or more damage to, or destruction of, the Building by fire or other casualty, the Owners of the individual Units, by vote of not less than a majority of those present and entitled to vote, in person or by proxy, at a duly constituted Owners' meeting held within thirty (30) days from the date of such damage or destruction, shall determine whether the Board of Directors shall be authorized to proceed with repair or reconstruction, or whether said Project shall be sold, provided, however, that such determination shall be subject to the express written approval of all record owners of mortgages upon any part of the Regime.

In the event of a determination to rebuild or repair, the Board shall have prepared the necessary plans, specifications and maps and shall execute the necessary documents to effect such reconstruction or repair as promptly as practicable and in a lawful and workmanlike manner.

In the event of a determination not to rebuild, the Board shall offer the Project for sale forthwith at the highest and best price obtainable, either in its damaged condition, or after damaged structures have been razed, the net proceeds of such sale, and the proceeds, if any, of insurance carried by the Association, and/or by the Owners as a whole on the Project, including coverage on the Units and the Common Elements, except for Unit coverages under section 4 herein, shall be distributed proportionately to the Unit Owners in the same proportion that the Unit in which they have an interest shares in the Common Elements, except that where there is a mortgage of record or other valid encumbrance on any one Unit, then, and in that event, with respect to said Unit the Association will distribute said proceeds which would otherwise have been distributable to such Unit Owner as follows: first, to the record owner of mortgages upon Units and Common Elements in the Regime in satisfaction of the balance currently due on said encumbrances and then the remaining proceeds, if any, to the Unit Owner of record.

(d) Deficiency. In the event that the Common Elements are repaired or reconstructed pursuant to the provisions of (a), (b) or (c) of this clause and there is any deficiency between the insurance proceeds paid for the damage to the Common Elements and the contract price for repairing or rebuilding the Common Elements, the Board shall levy a special assessment against each Owner in proportion to his or her percentage of ownership in the Common Elements to make up such deficiency. If any Owner shall fail to pay said special assessment or assessments, within thirty (30) days after the levy thereof, the Board shall make up the deficiency by payment from the maintenance fund, and the remaining Owners shall be entitled to the same remedies as those provided in Article VIII of this Declaration, covering a default of any Owner with respect to the Owner's responsibility for maintenance.

(e) Arbitration. In the event of a dispute among the Owners and/or Mortgagees respecting the provisions of this clause, any such party may cause the same to be referred to arbitration in accordance with the then prevailing rules of the American Arbitration Association.

In the event of arbitration, the party requesting the arbitration will give immediate notice thereof to the Board, which shall notify all other Owners and Mortgagees as promptly as possible after the reference to arbitration is made, giving all such parties an opportunity to appear at such arbitration proceedings. The decision of the arbitrator in this matter shall be final and conclusive upon all of the parties. The arbitrator may include

in his or her determination an award for costs and/or attorney fees against any one or more parties to the arbitration.

8. Abatement of Common Expenses. The Board is authorized to provide coverage for payment of maintenance charges which are abated hereunder on behalf of an Owner whose Unit is rendered uninhabitable for a peril insured against.

9. Review of Insurance Needs. Insurance coverages will be analyzed by the Board, or its representative, at least every year from the date hereof and the insurance program revised accordingly.

2. Any references in the Declaration to the annual and any special meetings of the Villas at Pine Grove Condominiums Owners Association being held in "North Liberty, Iowa," are amended to refer to such meetings being held in "Iowa City, Iowa."

3. The reference in Article IX, Paragraph 2(l), to "Exhibit 'C,' Paragraph 8," is corrected to read "Exhibit 'C,' Paragraph 9."

4. This Amendment is filed as a result of scrivener's errors in the drafting of the Declaration. The insurance provisions of Article X in the originally filed Declaration were the wrong/incorrect insurance provisions. The correct insurance provisions for the Declaration are set forth in this Amendment.

5. The Table of Contents of the Declaration is amended herein by reference to specifically incorporate the new paragraph numbers and headings for Article X as set forth in Paragraph 1 above.

6. Except as amended and revised herein, all other terms, provisions, and exhibits of the Condominium Declaration for Villas at Pine Grove Condominiums remain unchanged.

Dated at Iowa City, Iowa, this 24 day of August, 2022.

STEVE KOHLI CONSTRUCTION, L.C.

By: Michael Kohli

Michael Kohli, Manager

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on August 24, 2022, by Michael Kohli, as Manager of Steve Kohli Construction, L.C.

Megan Morgan
Notary Public in and for the State of Iowa

