BK: 6452 PG: 819
Recorded: 1/13/2023 at 8:01:16.0 AM
County Recording Fee: $22.00
Iowa E-Filing Fee: $3.00
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Revenue Tax:
Kim Painter RECORDER
Johnson County, Iowa

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THIRD AMENDMENT TO TRAILRIDGE CONDOMINIUM DECLARATION AND BYLAWS

This document amends the Trailridge Condominium Declaration ("Declaration"), as recorded in the Declaration of Submissions of Property to Horizontal Property Regime pursuant to Chapter 499B of the Code of Iowa for Trailridge, recorded August 18, 1982, in Book 629, Page 190 in the records of the Johnson County, Iowa Recorder, as amended by: (1) a First Amendment recorded July 6, 1983, in Book 653, Page 219 in the records of the Johnson County, Iowa Recorder, and (2) a First Amendment recorded January 8, 2021, in Book 6160, Page 599 in the records of the Johnson County, Iowa Recorder. This document also amends the Bylaws ("Bylaws") of the Trailridge Association ("Association"), contained in Exhibit D of the Declaration.

WHEREAS, the undersigned is the President of the Association; and

WHEREAS, the Association held a vote by written ballot, in lieu of live, in-person meeting, pursuant to Iowa Code §504.708, to amend the Declaration and Bylaws; and

WHEREAS, the deadline to vote was December 30, 2022; and

WHEREAS, sufficient written ballots were cast to meet the quorum requirements set forth in Section 2.09 of the Bylaws; and

WHEREAS, more than two thirds (66.6%) of the total number of votes outstanding and entitled to be cast voted in favor of the following amendment to the Declaration and Bylaws pursuant to Paragraph 10.4(b) of the Association's Declaration; namely, out of a total of 102 votes entitled to be cast, 78 votes were cast in favor (76.47%).

NOW, THEREFORE, THE SAID DECLARATION AND BYLAWS ARE HEREBY AMENDED AND MODIFIED AS FOLLOWS:

1. **Paragraph 4.5** of the **Declaration** ("**Insurance Policies**") is hereby amended to read as follows (with additions indicated by dotted underlined text and deletions indicated by ~~strikethrough text~~):

> 4.5. Insurance Policies. ~~All insurance policies upon the Project will be purchased by the Association.~~ Comprehensive general liability and property damage insurance, as provided in Paragraph 4.6, shall be purchased by the Board as promptly as possible following its election, and shall be maintained in force at all times. The named insured will be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their Mortgagees. Provision will be mace for the issuance of Mortgage endorsements and memoranda of insurance to the Mortgagees. Such policies will provide that payment by the insurer for losses will be made to the Association or an insurance trustee designated by the Association, and all policies and their endorsements will be deposited with the Association or such trustee. ~~Unit Owners may obtain coverage at their own expense for their personal property and other risks.~~ Unit Owners may carry such insurance as provided in Paragraph 4.6(e), as amended in 1983. All such insurance separately carried shall contain waiver of subrogation rights by the carrier as to negligent Unit Owners. Premiums for insurance policies purchased by the Association will be paid by the Association as a Common Expense. The Association is irrevocably appointed agent for each Unit Owner and for each Mortgagee to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims.

2. **Paragraph 4.6** of the **Declaration** ("**Insurance Coverage**") is hereby amended to read as follows (with additions indicated by dotted underlined text and deletions indicated by ~~strikethrough text~~):

> 4.6. Insurance Coverage. The Association will obtain the following insurance coverage, except Paragraph 4.6(e) which sets forth the Unit Owner's Insurance responsibilities:
>
> . . .
>
> e. Unit Owner's Insurance. Each Unit Owner is responsible for insuring the contents, furnishings, and personal property located within the Owner's Unit and the Owner's personal property stored elsewhere on the Project, and for public liability insurance to the

extent not covered by the policies of liability insurance obtained by the Association for the benefit of all Unit Owners. Each Unit Owner may also obtain insurance for the part of the Unit Owner's Unit which the Unit Owner is responsible to maintain, repair, and replace at the Unit Owner's own expense pursuant to Paragraph 5.1(b)(1) and (2), subject to the conditions that the insurance obtained by the Unit Owner shall not conflict with, nor insure the same part of the Unit covered by, the Association's insurance. Any diminution in the Association's insurance proceeds resulting from insurance obtained by a Unit Owner shall be chargeable to the Unit Owner, who shall be liable to the Association to the extent of any such diminution and/or loss of proceeds. All policies of casualty insurance carried by each Unit Owner will be without contribution with respect to the policies of casualty insurance obtained by the Association for the benefit of all Unit Owners.

[Subparagraphs 4.6(a)-(d) and (f) are unchanged by this amendment]

3. **Paragraph 5.1(a)(1)** of the **Declaration** ("**Maintenance and Units By Association**") is hereby amended to read as follows (with additions indicated by dotted underlined text and deletions indicated by ~~strikethrough text~~):

5.1. Maintenance and Units. Responsibility for the maintenance of the Units and restrictions upon the alteration and improvement thereof, are as follows:

a. By Association. The Association will maintain, repair, and replace at the Association's expense:

(1) All portions of a Unit~~, except interior surfaces,~~ contributing to the support of the Building, which portions include but not be limited to the outside walls of the Building and all fixtures on the exterior thereof, boundary walls of Units, floor and ceiling joists and slabs, load-bearing columns and load-bearing walls, except such portions shall not include interior surfaces.

[Subparagraphs 5.1(a)(2)-(4) are unchanged by this amendment]

4. **Section 2.05** of the **Bylaws** ("**Place of Meetings**") is hereby amended to read as follows (with additions indicated by dotted underlined text and deletions indicated by ~~strikethrough text~~):

> Section 2.05. Place of Meetings. Any meetings of the members may be held at any place within or without the State of Iowa. If no other place is fixed for a meeting of the members, the meeting place shall be the principal place of business of the Association in the State of Iowa. Notwithstanding the foregoing, an annual, regular, or special meeting of the members is not required to be held at a geographical location if the meeting is held by means of the internet or other electronic communications technology in a manner pursuant to which the members have the opportunity to read or hear the proceedings substantially concurrent with the occurrence of the proceedings, vote on matters submitted to the members, pose questions, and make comments.

5. All of the other provisions of the said existing Trailridge Condominium Declaration and Bylaws are herein affirmed and shall remain in effect.

DATED this 4 day of January, 2023.

TRAILRIDGE ASSOCIATION

By: _____
Steven C. Anderson, President

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the 4 day of January, 2023, by Steven C. Anderson as President of Trailridge Association.

CINDY LYNCH
Commission Number 156611
My Comm. Exp. 11-22-23

_____
Notary Public, State of Iowa