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Recorded: 10/27/2025 at 02:26:24 PM
Fee Amt: \$42.00 Page 1 of 8
Johnson County Iowa
Kim Painter County Recorder
BK **6704** PG **590-597**

2121

After recording return to:

Brian Platz, Vice-President 1737 Foster Road, Iowa City, IA 52245 Phone: (310) 594-2269
BrianPlatz@icloud.com

Re: Lot 153, Peninsula Neighborhood, Fourth Edition, Iowa City, Iowa according to the plat thereof recorded in Book 56, Page 312, Plat Records of Johnson County, Iowa

Re: Book 5552, Page 1, Plat Records of Johnson County, Iowa

COMES NOW, Janet Gustafson, the duly elected President of Peninsula Neighborhood Lot 153 Condominiums Units, and pursuant to Article XII, of the Condominium Declaration filed for Peninsula Neighborhood Lot 153 Condominiums on August 18, 2016 in Book 5552, Page 1, Plat Records of Johnson County, Iowa, hereby notifies that the Owners of the Association have voted to amend the Condominium Documents as follows:

FIRST AMENDMENT TO DECLARATION

I. Article V. Limited Common Elements, paragraph 2. Reservation sub paragraph (c) is replaced as follows:

(c) Porches and decks attached to designated units, including deck supports and sleepers, and removal and installation of deck boards; however each Owner shall be responsible for the cost of the deck boards for the deck of his or her Unit.

II. Article IX. Conditions of and Restrictions on Ownership, Use, and Enjoyment, Paragraph 2. Use of Property, subparagraph (b) is replaced as follows:

(b) It is the intention of the Association that all Condominiums be owner-occupied; however, a Condominium may be rented or leased by the

Owner or his or her lessee, provided the entire Unit is rented. No lease shall relieve the Owner as against the Association and other Owners from any responsibility or liability imposed by the Condominium Documents.

III. Article IX. Conditions of and Restrictions on Ownership, Use, and Enjoyment, Paragraph 2. Use of Property, subparagraph (j) is added as follows:

(j) No grill, hibachi, smoker, or other similar open flame device may be operated or kindled on any portion of a Project, including the outdoor areas located thereon.

IV. Declaration, Article X. Insurance and Casualty, Paragraph 4. Personal Liability on Individual Units is replaced as follows:

4. Personal Liability on Individual Units. Each Owner shall carry such liability insurance as provided in the rules and regulations of the Association, in addition to that herein required to be carried by the Association. In addition, the personal property of the Owner may be separately insured by such Owner, 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.

SECOND AMENDMENT TO RULES AND REGULATIONS

V. Rules and Regulations 10, 11, 12, 13, as recorded in Book 6643, Page 108, Johnson County, Iowa Plat Record are adopted, ratified, and confirmed.

VI. Rules & Regulations are amended to add the following:

14. Each Owner shall carry a minimum amount of: (i) \$100,000 liability insurance, and (ii) loss assessment insurance equivalent to twenty percent (20%) of the highest applicable deductible for the insurance carried by the Association. Upon request, each Owner shall demonstrate compliance with this Rule and Regulation by providing certificate(s) of insurance to the Board of Directors.

15. No written consent shall be given and no Owner shall act upon any consent before the approved minutes of the Association document:

(a) all facts and information provided to the Association to obtain the consent;

(b) all Owners have been informed and had opportunity for their comments, questions, and concerns to be addressed by the Association;

(c) all licensed insurance professionals have been notified in writing and have provided a written response for any impact on the Association obtaining insurance in the primary insurance market (also referred to as standard or admitted) from an insurance company with an AM Best A+ Superior rating or better;

(d) the Owner(s) requesting or receiving the written consent have been assigned and paid any related costs and expenses, by amount and due date, including but not limited to any increases in the insurance rates of the Association;

(e) satisfactory proof of any additional insurance the Owner shall secure and maintain for the duration of the consent;

(f) when requested by the Board of Directors, a properly executed "Exhibit G";

(g) the calendar date, not to exceed twelve (12) months, that the consent shall be reviewed, and then renewed, modified, or non-renewed, consistent with this Rule & Regulation ("Review Date"); and

(h) that if the consent is not timely reviewed and renewed or modified on the Review Date, then the consent is automatically deemed as withdrawn.

16. Any Owner that fails to obtain prior written consent from the Association shall still be liable for any related increases in the costs or expenses of the Association. The Association shall reference the failure when assigning to the Owner the related increased costs and expenses of the Association.

17. Assignments for increased Association costs and expenses will be administered as follows:

(a) The Board of Directors will send the Owner a notice of the proposed assignment that includes information on how it was calculated and the Owner will have thirty (30) days to pay the assignment or propose an alternative assignment that would be due and payable upon acceptance by the Board of Directors.

(b) The Board of Directors will either accept the proposed alternative assignment, or will submit the original proposed assignment and the alternative proposed assignment to a vote of all Owners with the outcome of the vote final. If the contending proposed assignments each receive the same number of votes (tie vote), then the lower assignment amount will be final. All assignments are due upon final vote.

18. No refund, reimbursement, credit, waiver, forgiveness, abatement, etc. shall be given for costs and expenses assigned to an Owner. Past assignments may be considered in the determination of future proposed assignments.

19. After requesting the preferences of all Owners, the Board of Directors shall have the sole and final discretion to apply any collected assignments to the operating budget or a reserve.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit " G "

LIMITED POWER OF ATTORNEY
&
INDEMNIFICATION

My Name is: _____ and I am the Owner of Unit _____ Foster Road, Iowa City, IA 52245 (**"My Condominium"**), or if the Owner is not a natural person, then I am authorized to act on behalf of the Owner (**"Owner"** and herein also referred to as **"My"**, **"I"**, or **"Me"**).

My Condominium is subject to the Condominium Documents of the Peninsula Neighborhood Lot 153 Condominiums Owners Association, as recorded in Book 5552, Page 1 of the Johnson County, Iowa Plat Record, and amendments thereto (**"Association"**).

I am requesting prior written consent from the Association to: _____

_____.

My licensed insurance brokers and licensed insurance agents who have placed insurance coverage on My Condominium are (list all, attached extra pages as necessary):

Full Name of Agent or Broker & Telephone No.	Iowa License Number
_____	_____
_____	_____

(**"My Agents"**).

My insurance companies who have written insurance coverage on My Condominium are (list all, attach extra pages as necessary):

Full Name of Insurance Company	NAIC No.	Policy No.
_____	_____	_____
_____	_____	_____

(**"My Insurance Companies"**).

In addition to the above, I have attached _____ (do not leave blank, if none write "none") additional pages.

As the Owner of My Condominium, I hereby authorize and direct:

- 1. The Association to share information related to My uses of My Condominium with My Agents and My Insurance Companies to confirm My policies and certificates cover My uses of My Condominium; and
- 2. My Agents and My Insurance Companies to:

A. name the Association as an additional insured on all policies for My Condominium and send the certificate(s) of insurance to the Association at email address:

_____ @ _____, or as follows:

_____, and
[insert current President address]

B. immediately notify the Association of any material changes in the coverage.

If, for any reason, the Association cannot be named as an additional insured, I hereby authorize and direct My Agents and My Insurance Companies to provide the Association's Directors, attorneys, insurance agents, insurance adjusters, contractors, accountants, and other authorized representatives, as requested, information and copies of all documents related to My Condominium, including but not limited to:

- applications including supplemental or amendments thereto,
- all quotes eligible for binding,
- all policies, riders, endorsements, and exclusions,
- claims including any claims denied,
- loss runs.

This Limited Power of Attorney shall be in effect until I am no longer the Owner of My Condominium.

I understand, agree, and warrant that:

- 1. if any of My Agents change, My Insurance Companies change, or policy numbers for My Condominium change, that within thirty (30) days or less of any change, I shall properly execute another Limited Power of Attorney & Indemnification and submit it to the Board of Directors for the Association;
- 2. I shall indemnify and hold harmless the Association and other Owners for any and all liabilities related to any and all uses of My Condominium for purposes other than My personal private residential living or dwelling, including counsel fees, reasonably

incurred by or imposed upon the Association in connection with any proceeding to which the Association may be a party, or in which the Association is involved; and

3. My indemnification includes, but is not limited, to legal and regulatory risk related to any violation, or alleged violation, of the Americans with Disabilities Act, the Fair Housing Act enforced by the U.S. Department of Housing and Urban Development's Office of Fair Housing and Equal Opportunity Act, the Iowa Civil Rights Commission, or any successor or delegee thereof.

Signed: _____

Subscribed and sworn to before me this _____ day of _____,

20____ by the person whose name appears at the top of this instrument.

Notary Public

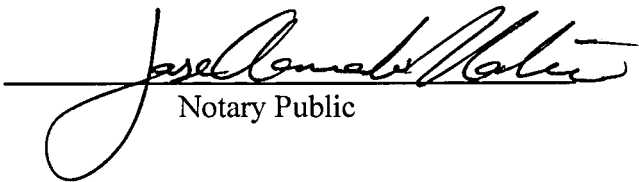
Dated this 22 day of October 2025.

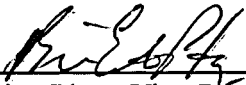
PENINSULA NEIGHBORHOOD LOT 153 CONDOMINIUMS OWNERS ASSOCIATION

By: 
Janet Gustafson, President

Subscribed and sworn to before me on the date shown above by Janet Gustafson, President of the Peninsula Neighborhood Lot 153 Condominiums Owners Association




Notary Public

Recorded By: By: 
Brian Platz, Vice-President