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Kim Painter County Recorder
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AMENDMENT TO THE DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL REGIME ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF PREMISES

Recorder's Cover Sheet

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Grantees:
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Document or instrument number if applicable:

AMENDMENT TO THE DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL REGIME ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF PREMISES

This Amendment to the Declaration of Submission of Property to Horizontal Property Regime Established by Chapter 499B for Cardinal Condominiums is made and executed in Coralville, Johnson County, Iowa on this 31st day of May, 2019 by the Cardinal Condominium Owner's Association, an Iowa not-for-profit corporation,

WITNESSETH:

WHEREAS, Cardinal Investments, LC filed a certain Declaration of Submission of Property to Horizontal Property Regime Established by Chapter 499B of the Code of Iowa on the 7th day of October, 2003 for Cardinal Condominiums as recorded in Book 3652, Page 223 of the records of the Johnson County Recorder; and

WHEREAS, said Declaration of Submission of Property to Horizontal Property Regime has previously been amended; and

WHEREAS, the unit owners have recently become concerned about misuse of the common elements which has resulted in damage to said common elements and increased costs and expenses incurred by the Association as a result thereof; and

WHEREAS, the unit owners desire to amend the Declaration of Submission of Property to Horizontal Property Regime to clarify appropriate uses of the common elements and ensure that unit owners who cause damage to the common elements are responsible for the full extent and range of those damages; and

WHEREAS, as a result a special meeting of the Association was scheduled for May 31, 2019, and at least ten (10) days' notice of said meeting was given to all unit owners in the manner required by the Bylaws of the Association; and

WHEREAS, a quorum of unit owners was present at duly called Special Meeting of the Unit Owners, and

WHEREAS, at said meeting the following amendments to the Declaration were passed by at least 66 2/3 of the votes entitled to be cast at that meeting; and the amendments to the Bylaws were passed by at least 75% of the votes entitled to be cast at that meeting; and

WHEREAS, as a result, the Association wishes to memorialize and place of record said amendments,

NOW THEREFORE, the Declaration of Submission of Property to Horizontal Property Regime Establishing a Plan for Condominium Ownership of Premises for Cardinal Condominiums is hereby supplemented and amended in the following respects.

1. Article III, paragraph 4 is hereby amended to provide as follows:

General Common Elements. Appurtenant to each Unit shall be a right to use and enjoy the general common elements, provided such use and enjoyment shall be limited to the uses permitted by the Declaration and other condominium documents and may be restricted by the Association in the event the owner is not current on any dues and assessments levied by the Association.

2. Subparagraph 2 of Article VII is hereby modified to read as follows:

2. Compliance. All owners, tenants, families, guests and other persons using or occupying the Regime shall be bound by and strictly comply with the provisions of the Condominium Declaration and the Bylaws of the Association and applicable provisions of other condominium documents, and all agreements, regulations and determinations lawfully made by the Association and its directors, officers or agents shall be binding on all such owners and other persons. A failure to comply with the Bylaws or the provisions of the other condominium documents or any agreement or determination thus lawfully made by the Association shall be grounds for an action to recover sums due for damages on the part of the Association or any owner as applicable; shall entitle the Association to restrict said owner from the use of the common conference room; shall entitle the Association to disconnect the unit from the utility services provided by the Association; and/or entitle the Association to seek any mandatory or other injunctive relief without waiving any other remedy. Any and all attorney's fees and other expenses incurred by the Association in connection with any such enforcement activity shall be chargeable against and reimbursed by the offending unit owner(s) and shall constitute a lien on the unit. Furthermore, any and all dues and assessments not paid within five (5) days of the due shall be subject to assessment of $50 late fee. In addition, unpaid assessments will begin to accrue interests at the rate of ten percent (10%) per annum sixty days after the applicable due date until paid.

3. Subparagraph 2(a) of Article IX is hereby amended to provide as follows:

(a) The units are zoned as I-2 and the use of said units and the common elements shall be limited to uses consistent with said zoning classification. Furthermore, Exhibit A to this Declaration indicates whether each unit is designated as office space or warehouse space and any and all uses of said space must be consistent with said designation. The common conference room shall be used solely as appurtenant to a unit owner's use of his or her unit, as a meeting, conference, presentation or training space or by the Association generally for Association business. Any other proposed use by a unit owner requires express written permission of the Association.

4. Subparagraph 2(j) of Article IX is hereby amended to read as follows:

(j) No unit owner shall be allowed to install additional parking slabs on any part of the property. No parking except in designated parking areas or storage of vehicles in the common elements shall be allowed. There shall be absolutely no storage or parking of inoperable vehicles on the common elements at any time and any vehicle located in the common elements that is not moved for more than forty-eight (48) hours is subject to towing at the request of the Association at the owner's expense.

5. The following shall be added as Subparagraph 2(k) of Article I X:

(k) There shall be no alcohol stored, used, or consumed in the common elements, without express written permission of the Association, which may require the imposition of one or more conditions, in the Association's sole discretion.

6. The following shall be added as Subparagraph 2(l) of Article I X:

(l) To ensure equal access to the common conference room and prevent misuse or abuse of the same, the door to the common conference room will be kept locked. Unit owners may reserve the conference room with 24 hour notice of the same. Unit owners may use the conference room with less than 24 hour notice if it is not otherwise reserved and with the approval of the Association or its designee, in its sole discretion.

7. The following shall be added as Subparagraph 2(m) of Article I X:

(m)No unit owner shall place, leave, or store any personal property within the common elements without express permission of the Association, in its sole discretion. Any personal property left in the common elements without Association approval is subject to removal and disposal by the Association without further notice.

8. The following shall be inserted as Subparagraph 8 of Article VI of the Bylaws of the Association:

Each owner or lessee of his unit, as applicable, shall have a right to use and enjoy the common elements appurtenant to such unit provided that such use shall be limited to the uses permitted by the Declaration of Condominium and other governing documents of the Regime. Furthermore, the Association shall have the right to deny a unit owner assess to and the use of the common conference room and to disconnect a unit from the Association-provided utility services in the event the assessments levied against that unit by the Association have not been paid and are more than thirty (30) days past due.

9. In all other respects, the Condominium Declaration, as amended to date, remains in full force and effect as if this Amendment did not exist.

DATED this 16th day of July, 2019.

CARDINAL CONDOMINIUM
OWNERS ASSOCIATION

BY: Kaveh Mostafavi, President

BY: Perry Shawver, Secretary

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this 16th day of July, 2019, before me, a Notary Public in and for said county, personally appeared Kaveh Mostafavi and Perry Shawver, to me personally known, who being by me duly sworn did say that they ~~are~~ the President and Secretary, respectively of the Cardinal Condominium Owners Association, that no seal has been procured by the said Association, and that said instrument was signed on behalf of said Association by authority of its Board of Directors and the said Kaveh Mostafavi and Perry Shawver, acknowledged the execution of said instrument to be the voluntary act and deed of said Association by it and by them voluntarily executed.

Teresa Morrow
Notary Public in and for the
State of Iowa

TERESA MORROW
Commission Number 807849
My Commission Expires
December 7, 2020