

Exhibit "G"

BYLAWS

OF

WALNUT TOWERS CONDOMINIUMS OWNERS ASSOCIATION

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ARTICLE 1. SCOPE AND DEFINITIONS

Section 1.01 Declaration. These are the Bylaws of the Walnut Towers Condominium Owners Association (hereinafter referred to as "Association") a corporation organized pursuant to Chapter 504 of the 2007 Code of Iowa, as amended, for the purpose of administering Walnut Towers Condominiums, a condominium regime established pursuant to Chapter 499B of the 2007 Code of Iowa, as amended, located on certain portions of the following land in the City of Riverside, Washington County, Iowa:

Auditor's Lot One (1), containing 3.78 acres, as shown by Plat Book 11, Page 164, of Auditor's Parcel C, in the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section Three (3) in Township Seventy-seven (77) North, Range Six (6) West of the Fifth (5th) Principal Meridian, in the City of Riverside, Iowa; in Washington County, Iowa.

Section 1.02 Definitions. The terms used herein, except to the extent provided otherwise, shall have the same meaning as those terms set out in the Declaration of Condominium establishing the Regime contemplated by these Bylaws.

ARTICLE 2. OFFICES AND PLACES OF BUSINESS

Section 2.01. Registered Office. The registered office of the Association required by the Revised Iowa Nonprofit Corporation Act to be maintained in the State of Iowa may be, but need not be, the same as its principal place of business. The registered office may be changed from time to time by the Board of Directors as provided by law.

Section 2.02. Principal Place of Business. The principal place of business of the Association shall be located at the place, within or without the State of Iowa, fixed by (or pursuant to authority granted by) the Board of Directors from time to time.

Section 2.03. Other Places. The Association may conduct its business, carry on its operations, have offices, carry out any or all of its purposes, and exercise any or all of its powers anywhere in the world, within or without the State of Iowa.

ARTICLE 3. MEMBERS

Section 3.01. Identity. The members of the Association shall consist of the respective Unit Owners of the property known as Walnut Towers Condominiums. The words "member" or "members" as used in these Bylaws mean and refer to "Owner" or "Unit Owners", as the case may be, as defined in the Condominium Declaration. If an Owner is an entity other than a natural person, it shall, within 30 days after recording the deed or other document of title, designate in writing its

representative. Membership shall be appurtenant to and shall not be separated from the ownership of any Unit.

Section 3.02. Succession. The membership of each Owner shall terminate when he or she ceases to be a Unit Owner, and upon the sale, transfer, or other disposition of an ownership interest in the Project, his or her membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest. Upon the transfer of ownership of a Unit, however accomplished, the new Owner acquiring or succeeding to such ownership shall provide the Secretary of the Association with a copy of the recorded deed or document of title and a copy of the mortgage, deed of trust, or lien thereon, if any, created in connection with such transfer of title, whereupon such new Owner shall automatically become a member of the Association.

Section 3.03. Co-Ownership of Unit. If more than one person owns an interest in the same Unit, all such persons shall be members and remain jointly and severally liable for all membership obligations. In such cases, or if more than one fiduciary or other official is acting in the premises, the votes entitled to be cast by the Owners of that Unit shall be cast by the person or persons named on a Certificate signed by all Owners of that Unit or fiduciaries or other officials. If such Certificate is not executed and filed with the Association, the number of votes entitled to be cast with respect to that Unit shall not be counted or voted for purposes of a quorum or in determining the outcome of any vote unless all Owners of the Unit or fiduciaries, or officials, are present and concur in the casting of such votes. This restriction, however, shall not affect the total number of votes outstanding and entitled to be cast which shall remain Four (4), nor shall it affect any percentage of such total number of votes as is required for any purpose as set forth in any of the Condominium Documents.

Section 3.04. Annual Meetings.

(a) **First Annual Meeting.** The first annual meeting of members of the Association shall be held on a date determined by the Board not less than 30 days nor more than 120 days after the date on which the Declarant has consummated the sale of thirty (30) Units, but, in any event, not later than December 31, 2009. However, the Declarant may call the first annual meeting of the members of the Association at any time prior to such date. Subject to the provisions of Section 4.02, the members shall elect Directors at the first annual meeting.

(b) **Regular Annual Meetings.** Subsequent to the first annual meeting, the regular annual meeting of the Association shall be held each year for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. The exact date, time, and place of the regular annual meeting shall be determined by the Board.

Section 3.05. Special Meetings. Special meetings of the members may be called, and a time and place fixed by the President, by one third (1/3) of the Directors, or by at least twenty-five percent (25%) of the entire membership.

Section 3.06. Place of Meetings. Any meeting 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.

Section 3.07. Notice. It shall be the duty of the Secretary or their designate to give written notice to members of the time and place of the annual meeting. The person or persons calling a special meeting, pursuant to **Section 3.05**, shall give like written notice of the time and place of such special meeting. All notices shall set forth the purpose or purposes for which the meeting will be held and no action shall be taken at a special meeting which is not directly related to the purpose of the special meeting as defined in said notice. Notice shall be given by mailing or delivering the same not less than ten (10) nor more than thirty (30) days prior to the date of the meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his or her address as it appears on the records of the Association with postage prepaid.

Section 3.08. Voting. Each Unit shall be entitled to one vote in any election or on any issue upon which a vote is allowed or required. The Unit Owner shall cast the vote, and multiple Owners shall act according to **Section 3.03**. No fractional votes shall be permitted. A Unit Owner's right to vote shall be automatically suspended for failure to pay when due the assessments levied in accordance with these Bylaws if the failure continued for ten (10) days after written notice of delinquency.

Section 3.09. Voting Lists. At least three (3) days before each meeting of members, a complete list of members entitled to vote at the meeting shall be prepared by the Secretary of the Association, listing the members in alphabetical order with the address of each member shown. The list shall be kept on file at the office of the Association and shall be subject to inspection by any member at any time during usual business hours. The list shall also be available at the time and place of the meeting and shall be subject to the inspection by any member during the meeting.

Section 3.10. Quorum. A quorum at a members' meeting shall consist of the presence of members in person or by proxy, representing a majority of the Units. The acts carried or approved by a vote of a majority of the Units represented at a meeting at which a quorum is present shall constitute the acts of the membership unless a different rule is provided herein or by the Articles of Incorporation, the Declaration or other agreement to which the Association is a party. If neither the President nor the Vice President is able to preside, a chairman shall be elected by the members present at such meeting.

Section 3.11. Adjourned Meetings. Any meeting of the members may be adjourned from time to time and to any place, with notice to all members, by the affirmative vote of a majority of the members present at a meeting, even if less than a quorum (notwithstanding **Section 3.10**) is present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the original meeting with a quorum present. In the event a quorum is not present at an adjourned meeting, the members present, though less than a quorum,

may give notice to all members of an adjourned meeting, and, at such adjourned meeting, ten percent of the members shall constitute a quorum.

Section 3.12. Proxies. At any membership meeting, a person holding a member's proxy to vote shall be permitted to participate in such meeting and shall be permitted to cast such member's vote on all questions properly coming before such meeting, provided such proxy must be in writing and signed by a member or other person entitled to cast votes, and shall set forth the Unit with respect to which such rights are appurtenant, and the period which the proxy is to be in force and effect. A decision of the Board of Directors as to the sufficiency of any proxy for recognition shall be final and not subject to appeal to the members.

Section 3.13. Rules and Order of Business. Except as otherwise expressly required by law, the Declaration, the Articles of Incorporation, or these Bylaws, Meetings of members shall be conducted in accordance with Robert's Rules of Order, Revised (as further revised from time to time). Unless otherwise determined by the Board of Directors, the order of business at meetings of members, to the extent applicable, shall be as follows:

- (a) Election of Chairman, if required.
- (b) Calling roll and certification of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers, if applicable.
- (f) Reports of committees, if applicable.
- (g) Election of Directors, if applicable.
- (h) Unfinished business.
- (i) New Business.
- (j) Adjournment.

Failure to comply with this Section 3.13 shall not affect the validity of any action taken at any meeting unless specific and timely objection is made at the meeting and the person complaining sustains direct and material damage because of such failure.

ARTICLE 4. BOARD OF DIRECTORS

Section 4.01. General Powers. All of the powers and duties of the corporation (including those existing under the common law and statutes, the Articles of Incorporation and the Condominium Documents) shall be exercised by the Board. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration which governs the use of the land, and shall include in addition to those elsewhere provided for, but shall not be limited to, the following:

- a. **Assessments.** To make and collect assessments against members for all common expenses.

b. **Exercise of Powers.** To use the proceeds of assessments in the exercise of its powers and duties.

c. **Maintenance of the Project.** The maintenance, repair, replacement and operation of the Condominium property, including all Common Elements, Units, Garages and Storage Cubicles, as applicable, and the construction of new improvements or alterations, if authorized, and making and providing for payment for all such work and approving or delegating to the Treasurer authority to approve vouchers therefor.

d. **Maintenance Grounds.** To maintain the lawn and all trees and shrubs at a normally acceptable level which shall include regular watering, fertilizing and mowing. Any trees and shrubs which die shall be replaced with equivalent nursery stock as soon as practical.

e. **Casualty Reconstruction.** The reconstruction, repair, restoration, or rebuilding of the Condominium Property, and of any Units as applicable after casualty or otherwise.

f. **Regulations.** To make and amend regulations restricting the use and occupancy of the Property and in their discretion to permit or forbid an action or conduct as discretion is committed to them in the Condominium Documents.

g. **Enforce Regulations.** To enforce by legal means the provisions of the Condominium Documents.

h. **Hire Management Agent.** To contract for management of the Condominium and to delegate to such "Management Agent" all powers and duties of the corporation except such as are specifically required by the Condominium Documents to have approval of the Board of Directors or the membership of the corporation; to employ, designate and remove any personnel necessary for the maintenance, repair and replacement of the Common Elements.

i. **Pay Taxes, etc.** To pay taxes and assessments which are liens against any part of the Condominium other than individual Units, Garages and Storage Cubicles, and the appurtenances thereto, and to assess the same against the Units subject to such liens.

j. **Insurance.** To carry insurance for the protection of Members of the corporation against casualty, liabilities and other contingencies.

k. **Resolve Disputes re: Interpretation.** To interpret and apply the provisions of the Condominium Documents in matters of dispute between Unit Owners or between Unit Owners and the Association, which determination shall be binding on the Owners.

l. **Supervise Actions of the Members.** To conduct or supervise all votes or determinations by members other than a membership meeting.

m. **Own Property.** To acquire title to and ownership of, in the name of the Association, Units within the Regime upon judicial sale or otherwise as permitted in the Declaration, and on behalf of all Owners to sell, lease or mortgage such Units and to borrow funds for any legitimate purpose and to assign as security therefor the assessment receivables due the Association, provided the Board may in no manner affect or encumber the Common Elements of the Regime or any Unit or the percentage interest appurtenant to such Unit (except such Units and the appurtenant interests thereto as the Association has acquired upon judicial sale or otherwise as allowed), and provided further, the authority of the Board to borrow in excess of Five Thousand Dollars (\$5,000.00) other than in connection with the mortgage of an acquired Unit to the amount of the loan value thereof shall be exercised only in the event of approval of Unit Owners entitled to cast seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast. For purposes of permitted conveyance, lease or encumbrance of Units or assessments receivables, the Board shall be regarded as the irrevocable agent and attorney-in-fact for all Unit Owners and members.

n. **Committees.** Appoint committees of the Board and delegate to such committees the Board's authority to carry out certain duties of the Board.

o. **Fiscal Year.** Determine the fiscal year of the Association and change the fiscal year from time to time as the Board deems advisable.

p. **Annual Budget.** Estimate the amount of the annual budget and provide the manner of assessing and collecting from the members their respective shares of such estimated expenses, as provided in these Bylaws.

q. **Other Powers.** Exercise all other powers and duties of the Council of Co-owners referred to in the Act and all powers and duties of a Board of Directors referred to in the Declaration, these Bylaws, and the Iowa Nonprofit Corporation Act.

Section 4.02. Initial Board. The affairs of the Association shall be managed by an initial Board of two (2) Directors. The initial Board shall consist of such persons as the Declarant may appoint pursuant to the Declaration and need not be a member of the Association. The initial Board shall serve until the first annual members' meeting. From and after the first annual meeting of members, the Board shall be selected from the members of the Association. An officer or designated agent of a partnership or corporate member shall qualify to serve as a Director.

Section 4.03. Number and Election. From and after the first annual meeting, the Board shall be five (5) in number, and at the first meeting, the term of the initial Board shall expire and the full compliment of five (5) Directors shall be elected. Thereafter, the term of office for each Director shall be three (3) years, except that at the first annual meeting, one (1) Director shall be elected for

a one (1) year term, two (2) Directors shall be elected for two (2) year terms, and two (2) Directors shall be elected for three (3) year terms, so that at each annual meeting subsequent to the first annual meeting, the terms of office of at least one (1) of the Board shall expire and new Directors shall be elected accordingly, but there shall be no limitation on the number of terms during which a Director may serve. All Directors shall serve until their successors are duly designated and qualified. Until all Units are sold by the Declarant, the Declarant may appoint up to four (4) Directors to sit as members of the Board in addition to the Directors elected by the members. Directors appointed by the Declarant shall have the same voting rights as Directors elected by the members, except that if Declarant appoints fewer than four (4) directors, the appointed director(s) shall have a total of four (4) votes on the Board. Appointed directors will serve at the pleasure of Declarant.

Section 4.04. Election by Ballot. Each Director shall be elected by ballot (unless such requirement is waived by unanimous consent) and by a plurality of the votes cast at the annual meeting of the members of the Association. Each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled by election and each director shall be elected by a separate ballot unless provided otherwise by unanimous consent of the members.

Section 4.05. Resignation of Director. Any Director may resign at any time by filing his or her written resignation with the President or Secretary. Resignation shall take effect immediately upon such filing, unless a later effective date is stated therein.

Section 4.06. Vacancies. Any vacancy occurring in the Board for any reason and any Directorship to be filled by reason of an increase in the number of Directors may be filled by the affirmative vote of a majority of the Directors then in office, even if less than a quorum. The Board shall have sole authority to determine whether a vacancy exists. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 4.07. Removal of Directors. The initial Directors shall be subject to removal only by the Declarant. In addition to the provisions of Section 6.03 of the Articles of Incorporation, any elected Director or Directors may be removed for any cause after notice and hearing or reasonable opportunity for hearing, by the affirmative vote of sixty percent (60%) of the full number of members at any regular or special meeting of the members.

Section 4.08. Annual and Regular Meetings. The annual meeting of the Board shall be held within ten (10) days following the annual meeting of members each year for the purpose of electing officers and for the transaction of such other business as may come before the meeting. The exact date, time, and place of the annual meeting shall be determined by the Board or the President. Regular meetings of the Board may be held at the times (but at least every calendar quarter) and places fixed by (or pursuant to authority granted by) resolution or motion adopted by the Board from time to time, without notice other than such resolution or motion. However, unless both the time and place of such a regular meeting are fixed by the Board, notice of the meeting shall be given as provided in Section 4.11.

Section 4.09. Special Meetings. Special meetings of the Board may be called, and a time and place fixed, by the President, the Secretary, or any two Directors.

Section 4.10. Place of Board Meetings. Any meeting of the Board may be held at any place, within or without the State of Iowa. The place of each meeting of the Board shall be fixed as provided in these Bylaws, or by a waiver or waivers of notice fixing the place of the meeting and signed by all Directors then in office. If no other place is fixed for a meeting of the Board, the meeting place shall be the principal place of business of the Association.

Section 4.11. Notice. Notice of any meeting of the Board shall be given at least seventy-two (72) hours prior thereto in the case of regular meetings and at least forty-eight (48) hours prior thereto in the case of special meetings by written notice delivered personally or mailed to each Director or by oral communication. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the Director at his or her address as it appears on the records of the Association with postage prepaid.

Section 4.12. Quorum. Except as otherwise expressly provided by the Articles or these Bylaws, a majority of the number of Directors fixed by **Section 4.03** shall constitute a quorum at any meeting of the Board.

Section 4.13. Adjourned Board Meetings. Any meeting of the Board may be adjourned from time to time and to any place, without further notice, by the affirmative vote of a majority of the Directors present at the meeting, even if less than a quorum (notwithstanding **Section 4.12** and **4.14**) is present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the original meeting with a quorum present.

Section 4.14. Vote Required for Board Action. Except as otherwise expressly provided in these Bylaws, the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present shall be required and shall be sufficient to adopt any motion or resolution or take any action at any meeting of the Board. However, the following actions may be taken by the affirmative vote of a majority of the Directors present at the meeting, even if a quorum is not present (notwithstanding **Section 4.12**): election or appointment of a temporary chairman or temporary secretary for the meeting (if necessary), or adoption of any motion to adjourn or recess the meeting or any proper amendment to any such motion. Whenever the minutes of any meeting of the Board state that any motion or resolution was adopted or that any action was taken at the meeting, the minutes shall be prima facie evidence that the motion or resolution was duly adopted or that the action was duly taken by the required vote. The minutes need not state the number of Directors voting for and against the motion, resolution, or action.

Section 4.15. Directors' Voting Rights. Each Director (including, without limitation, any Director who is also an officer of the Association and any Director presiding at a meeting) may vote on any question at any meeting of the Board except as otherwise expressly provided in these Bylaws.

Section 4.16. Organization. The President, or a Vice-President, as provided in these Bylaws, shall preside at each meeting of the Board. If the President and each Vice-President are absent or decline to preside, the Board may elect or appoint a temporary chairman to preside at the meeting. The Secretary or an Assistant Secretary, as provided in these Bylaws, shall act as secretary of each meeting of the Board. If the Secretary and each Assistant Secretary are absent or decline to act, the Board may elect or appoint a temporary secretary for the meeting.

Section 4.17. Rules and Order of Business. The Board may adopt any rules, not inconsistent with applicable law or the Articles or these Bylaws, which the Board deems advisable for the conduct of its meetings. Except as otherwise expressly required by law, the Declaration, the Articles of Incorporation, these Bylaws, or such rules, meetings of the Board shall be conducted in accordance with *Robert's Rules of Order*, Revised (as further revised from time to time). Unless otherwise determined by the Board the order of business at its first meeting held after each annual meeting of members, and at other meetings of the Board to the extent applicable, shall be:

- (1) Roll call or other determination of attendance and quorum.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading and disposal of any unapproved minutes.
- (4) Reports of officers and committees.
- (5) Election of officers.
- (6) Unfinished business.
- (7) New business.
- (8) Adjournment.

Failure to comply with this **Section 4.17** shall not affect the validity of any action taken at any meeting unless (a) specific and timely objection is made at the meeting and (b) the person complaining sustains direct and material damage because of such failure.

Section 4.18. Presumption of Assent. A Director who is present at a meeting of the Board (or a committee of Directors) at which action on any corporate matter is taken, shall be presumed to have assented to the action taken unless his or her dissent or abstention is entered in the minutes of the meeting or unless the Director files a written dissent or abstention with the person acting as secretary of the meeting before its adjournment or forwards the dissent or abstention by registered or certified mail to the Secretary of the Association immediately after adjournment of the meeting. The right to dissent or abstain from voting shall not apply to a Director who voted in favor of the action.

Section 4.19. Waiver of Notice by Directors. Whenever any notice is required to be given to any Director under any provision of law, the Declaration, the Articles, or these Bylaws, a waiver thereof in writing signed by the Director or Directors entitled to the notice, whether signed before or after the time of the meeting or event of which notice is required, shall be equivalent to the giving of the notice. Neither the business to be transacted at, nor the purpose of any meeting of the Board need be specified in any waiver of notice of the meeting. The attendance of any Director at any

meeting of the Board shall constitute a waiver by the Director of any notice of the meeting to which he or she would otherwise be entitled, and shall constitute consent by the Director to the time and place of the meeting and the transaction of all business which may come before the meeting. However, a Director's attendance shall not constitute a waiver if the Director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and if he or she expressly states such objection promptly after the meeting begins.

Section 4.20. Informal Action by Directors. Any action required by law, the Declaration, the Articles, or these Bylaws to be taken by vote of or at a meeting of the Board (or a committee of Directors), or any action which may or could be taken at a meeting of the Board (or a committee of Directors), may be taken without a meeting if a consent in writing setting forth the action taken is signed by all Directors then in office (or all members of the committee, as the case may be). Such consent shall have the same force and effect as a unanimous vote, and any officer may state or certify that the action was taken by a unanimous vote. The signing by each Director (or each member of the committee) of any one of several duplicate originals or copies of the written consent shall be sufficient. The written consent shall be filed with the Secretary as part of the minutes of the Association. The action shall be deemed to be taken on the date of the written consent as stated therein or on the date of filing with the Secretary, whichever of these two dates occurs first.

Section 4.21. Compensation. A Director may be paid for his or her actual reasonable expenses in the performance of his or her duties. However, no Director shall receive compensation for attending meetings of the Board, unless expressly provided for in resolutions duly adopted by a majority of the members of the Association. However, nothing shall preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

ARTICLE 5. OFFICERS

Section 5.01. Required and Optional Officers. The officers of the Association shall be a President, one or more Vice-Presidents (the number to be determined by the Board from time to time), a Secretary, and a Treasurer. The Board may also elect or appoint one or more Assistant Secretaries, one or more Assistant Treasurers, and any other officers which the Board deems advisable.

Section 5.02. Election or Appointment of Officers. At its first meeting following the annual meeting, the Board shall elect the officers required by Section 5.01 and may elect or appoint any other officers and agents which the Board deems advisable. If in any year the election of officers does not take place at such meeting, the election shall be held as soon thereafter as is convenient. Any election may be conducted by written ballot, but need not be conducted by written ballot unless required by a rule or motion adopted by the Board. Failure to hold one or more annual elections of officers shall not end the term of any officer, shall not cause any vacancy, and shall not affect the validity of any act of the Association or of any officer; and the term of each officer shall continue as provided in Section 5.03.

Section 5.03. Terms and Qualifications of Officers. The term of each officer shall begin at the time of his or her election, unless otherwise ordered by the Board. Unless sooner removed as provided in **Section 5.04** or unless the office is abolished, each officer shall serve for a term ending at the time of the next election of officers referred to in the first two sentences of **Section 5.02**. However, any officer may resign at any time by delivering a written resignation to the President or Secretary of the Association. The resignation shall take effect immediately upon delivery, unless it states a later effective date. Except for the President and Vice-Presidents, officers need not be Directors of the Association. Any two or more offices may be held by the same person.

Section 5.04. Removal of Officers. Any officer or agent of the Association may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 5.05. Vacancies. Any vacancy occurring in any office for any reason may be filled by the Board, or the Board may authorize any officer or committee to fill the vacancy. An officer elected or appointed to fill a vacancy shall serve for a term as provided in **Section 5.03**. However, if an officer is elected or appointed to fill a vacancy caused by the resignation of a predecessor whose resignation has not yet become effective, the new officer's term shall begin when the predecessor's resignation becomes effective.

Section 5.06. Duties and Powers of Officers. Except as otherwise expressly provided by law or the Articles, the duties and powers of all officers and agents of the Association may be determined and defined from time to time by the Board. Unless otherwise determined by the Board, the officers referred to in the following Sections shall have the duties and powers stated in the following Sections, in addition to all duties and powers prescribed by law, the Declaration, the Articles, or other provisions of these Bylaws. However, the Board at any time may change, add to, limit, transfer to another officer or agent, or abolish any or all of the duties and powers of any officer or agent of the Association (including, without limitation, the duties and powers stated in the following Sections and in other provisions of these Bylaws). Any person who holds two or more offices at the same time may perform or exercise any or all duties and powers of either or both offices in either or both capacities.

Section 5.07. President. The President shall be the principal executive officer of the Corporation and, subject to the control of the Board shall in general supervise and control all the business and affairs of the Association. He or she shall, when present, preside at all meetings of the Board and the members. The President shall have authority to sign, execute, and acknowledge on behalf of the Corporation, all deeds, mortgages, bonds, contracts, leases, reports, and all other documents or instruments necessary or proper to be executed in the course of the Association's regular business, or which shall be authorized by resolution of the Board; and, except as otherwise provided by law or the Board, may authorize the Vice-President(s) or other officer(s) or agent(s) of the Association to sign, execute, and acknowledge such documents or instruments in his or her place.

In general the President shall perform all duties incident to the office of President and such other duties as may be prescribed from time to time by the Board.

Section 5.08. Vice-Presidents. Subject to **Section 5.06**, in the absence of the President or in event of his or her death or inability to act, the Vice-President (if more than one, the Vice-Presidents in the order designated by the Board or, in the absence of any designation, in the order in which their names appear in the minutes showing their election) shall perform the duties and exercise the powers of the President (including, without limitation, all duties and powers of the President under all provisions of the Articles and these Bylaws or prescribed by the Board, or arising in any other way). Each Vice-President shall also have any other duties and powers prescribed by the Board or the President.

Section 5.09. Secretary. Subject to **Section 5.06**, the Secretary shall:

- (a) when present, act as secretary of each meeting of members and of the Board;
- (b) keep minutes of all meetings of members and of the Board in minute books;
- (c) see that all notices are given and that records are made and filed as required by law and the Articles and these Bylaws;
- (d) be the custodian of the Association's records;
- (e) have all the usual duties and powers of the Secretary of a corporation and any other duties and powers prescribed by the Board or the President.

Section 5.10. Treasurer. Subject to **Section 5.06**, the Treasurer shall:

- (a) have charge of all funds, securities, and evidences of indebtedness belonging to the Association;
- (b) receive and give receipts for money payable to the Association;
- (c) cause the Association's funds to be deposited in the name of and to the credit of the Association in depositories designated by or pursuant to authority granted by the Board;
- (d) cause the Association's funds to be disbursed when and as authorized;
- (e) see that correct and complete books and records of account are kept, in accordance with generally accepted accounting principles uniformly and consistently applied;
- (f) see that correct financial statements are prepared and presented to the Board from time to time, in accordance with generally accepted accounting principles uniformly and consistently applied; and
- (g) have all the usual duties and powers of the Treasurer of a corporation and any other duties and powers prescribed by the Board or the President.

Section 5.11. Assistant Secretaries. Subject to **Section 5.06**, in the absence of the Secretary or in event of his or her death or inability or refusal to act, the Assistant Secretary (if more than one, the Assistant Secretaries in the order designated by the Board or, in the absence of any

designation, in the order in which their names appear in the minutes showing their election or appointment) shall perform the duties and exercise the powers of the Secretary. Each Assistant Secretary shall also have any other duties and powers prescribed by the Board, the President, or the Secretary.

Section 5.12. Assistant Treasurers. Subject to **Section 5.06**, in the absence of the Treasurer or in event of his death or inability or refusal to act, the Assistant Treasurer (if more than one, the Assistant Treasurers in the order designated by the Board or, in the absence of any designation, in the order in which their names appear in the minutes showing their election or appointment) shall perform the duties and exercise the powers of the Treasurer. Each Assistant Treasurer shall also have any other duties and powers prescribed by the Board, the President, or the Treasurer.

Section 5.13. Compensation. An officer may be paid for his or her actual reasonable expenses in the performance of his or her duties. However, no officer shall receive compensation for attending meetings of the Board, unless expressly provided for in resolutions duly adopted at an Association members' meeting. However, nothing shall preclude any officer from serving the Association in any other capacity and receiving compensation therefor.

ARTICLE 6. COMMITTEES

Section 6.01. Executive Committee. The Board may elect or appoint an Executive Committee consisting of the President, a Vice-President, and one or more other members of the Board. Except as otherwise provided by law, the Executive Committee shall have and may exercise all the duties and powers of the Board in the interim between meetings of the Board. However, the Executive Committee shall have no duties or powers to elect or remove officers; adopt, alter, amend, or repeal Bylaws; or fill vacancies on the Board. Any action taken by the Executive Committee shall be reported to the Board after such action is taken, and the Board shall ratify, modify, or disaffirm the acts of the Executive Committee.

Section 6.02. Nominating Committee. At least thirty 30 days prior to the annual meeting of members, the President shall appoint, subject to approval of the Board, a Nominating Committee of at least two members. At least 15 days prior to the annual meeting, the Nominating Committee shall submit in writing to the members the names of nominees for each Directorship to be filled. Additional nominations may be made from the floor at the annual meeting.

Section 6.03. Other Committees. The Board may provide for and appoint such additional committees as the Board deems necessary to achieve the purposes of the Association. The Board at any time may increase or decrease the number of members of, remove any member of, adopt rules and regulations for, change the functions of, or terminate the existence of any such committee.

ARTICLE 7. BUDGET AND ASSESSMENTS

Section 7.01. Annual Budget. The Board of Directors shall prepare or cause to be prepared for each fiscal year (a) an annual budget of estimated Common Expenses and (b) assessments to be levied against each Unit. The annual budget shall take into account the estimated Common Expenses and cash requirements for the year, including, without limitation, salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and similar items. The annual budget shall also take into account any surplus or deficit from the current fiscal year and the estimated available cash income from the lease, operation, or use of the Common Elements. The annual budget shall provide for a reserve for contingencies and a reserve for replacements in such amounts as may be determined by the Board.

Section 7.02. Adoption of Budget. The Board shall adopt an annual budget and shall levy assessments against each Unit. After the annual budget and assessments are adopted by the Board, copies shall be distributed to each member at least 30 days prior to the beginning of the fiscal year to which the budget and assessments apply. The annual budget and the assessments shall become effective unless disapproved by a vote of a majority of the total members of the Association prior to the first day of the new fiscal year. In the event the membership disapproves the annual budget or assessments or the Board fails for any reason to adopt a budget or assessments for the succeeding fiscal year, the budget or assessments in effect for the current year shall be repeated for the succeeding fiscal year until such time as an annual budget and assessments are approved for such succeeding year.

Section 7.03. Assessments. The annual budget shall include assessments for each member, and each member shall pay on or before the first day of each month his or her proportionate share of the Common Expenses for each year as shown by the annual budget. Payment shall be in monthly installments of 1/12 of the member's proportionate share. However, until all units are sold, the Board shall have the power to assess unoccupied units a different amount from those units which are occupied.

Section 7.04. Proration. If the first or any succeeding fiscal year shall be less than a full year, assessments for each member shall be proportionate to the number of months and days in such fiscal year.

Section 7.05. Annual Report. Within one hundred twenty (120) days after the end of each fiscal year or as soon thereafter as is practicable, the Board shall furnish to each member a statement for the preceding fiscal year, showing receipts and expenditures and such other information as the Board may determine.

Section 7.06. Supplemental Budget. If it shall appear to the Board at any time that the assessments, determined in accordance with the annual budget for the year, are or will be insufficient to cover the estimated Common Expenses for the remainder of such year, the Board may prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year.

Copies of such supplemental budget shall be distributed to each member. The supplemental budget and the assessments made in the supplemental budget shall become effective unless disapproved by a vote of a majority of the total members of the Association within fifteen (15) days after copies are mailed to members.

Section 7.07. Liens. If any member fails or refuses to pay the monthly assessment when due, the amount thereof, together with interest thereon at the maximum lawful rate in the State of Iowa from and after the date the assessment is due and payable, shall constitute a lien on the interest of such member as provided in the Declaration.

Section 7.08. Records and Statements of Account. The Board shall cause records required by the Act and the Declaration to be kept, including detailed and accurate records of the receipts and expenditures affecting the Common Elements and Limited Common Elements. Payment vouchers may be approved in such manner as the Board may determine. Upon written request and payment of a reasonable fee, the Board shall furnish to any member a statement of his or her account setting forth the amount of any unpaid assessments or other charges due and owing from such member, which statement of account shall be conclusive evidence of the amount of unpaid assessments or other charges due as of the date of such statement.

Section 7.09. Holding of Funds. All funds collected pursuant to the Declaration and these Bylaws shall be held and expended for the purposes outlined in said documents, and, except for special assessments that may be levied against less than all the members and for such adjustments as may be required to reflect delinquent or prepaid assessments, shall be held for the benefit, use, and account of all members. Any person who handles funds of the Association shall be subject to **Section 8.08.**

Section 7.10. Reserves. The Board shall establish reserve funds as required by the Declaration.

Section 7.11. Mortgage Foreclosures. Where a Mortgagee or purchaser of a Unit obtains title as a result of foreclosure of a first mortgage, such Mortgagee or purchaser, its successors and assigns, shall not be liable for the assessments chargeable to such Unit due prior to the acquisition of title and such unpaid assessment shall thereafter be deemed to be a Common Expense collectible from all Unit Owners, including the Mortgagee or purchaser, its successors and assigns. The Owner of a Unit pursuant to a voluntary conveyance or by inheritance or devise shall be jointly and severally liable with the grantor or prior Unit Owner for all unpaid assessments, whether generally or "specially" levied against said Unit and the grantor or prior Unit Owner thereof, but without prejudice to the right of such grantee or devisee to recover from the prior Owner the amounts paid therefor.

Section 7.12. Additional Remedies. If any installment of any assessment of any kind or character is in default for more than thirty (30) days, the Board of Directors may accelerate the remaining installments and declare the entire amount thereof due and payable within twenty (20)

days after written notice thereof is mailed to the Owner in default at his address carried upon the corporate records.

ARTICLE 8. GENERAL PROVISIONS

Section 8.01. Seal. The Association shall have no seal unless otherwise ordered by the Board. The Board may decide at any time that the Association shall have a seal, and thereafter the Association shall have a seal until otherwise ordered by the Board.

Section 8.02. Fiscal Year. The fiscal year of the Association shall be determined by the Board from time to time.

Section 8.03. Execution of Documents and Instruments. All deeds and conveyances of real estate, mortgages of real estate, and leases of real estate (for an initial term of five years or more) to be executed by the Association shall be signed in the name of the Association by the President, or a Vice-President and signed or attested by the Secretary or an Assistant Secretary. All other documents or instruments to be executed by the Association (including, without limitation, contracts, agreements, bonds, reports, releases, promissory notes, and evidences of indebtedness; and deeds, conveyances, mortgages, and leases other than those referred to in the preceding sentence) shall be signed in the name of the Association by any one or more officers of the Association. However, from time to time the Board or President may change, add to, limit, transfer to another officer or agent, or abolish the authority of any officer or officers to sign any or all documents or instruments, or may authorize the execution of any document or instrument by any person or persons. Such action may be either general or continued to specific instances.

Section 8.04. Borrowing. No money shall be borrowed on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by (or pursuant to authority granted by) the Board. Authorization may be either general or confined to specific instances.

Section 8.05. Checks and Drafts. All checks and drafts issued in the name of the Association shall be signed by the person or persons and in the manner authorized by (or pursuant to authority granted by) the Board.

Section 8.06. Indemnification. The Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, officer, member, employee, or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit, or proceeding, in the manner and to the extent provided in this Section 8.06.

(a) **According to Law.** Indemnification may be made in the manner and to the extent provided by Iowa law.

(b) **Good Faith.** Indemnification may be made if and to the extent that either the Board or independent legal counsel (in a written opinion) determines that the person to be indemnified acted in good faith and in the manner he or she believed to be in or not opposed to the best interests of the Association. The Board may make this determination (notwithstanding Sections 4.12 and 4.14) by a vote or consent which includes either (1) the votes or consents of a majority of a quorum consisting of Directors who were not parties to the action, suit, or proceeding, or (2) a unanimous vote or consent of all Directors who were not parties to the action, suit, or proceeding (whether or not constituting a quorum) if there is at least one such Director.

(c) **By Agreement.** Indemnification may be made in accordance with any agreement authorized by the Board before the commencement of the action, suit, or proceeding.

(d) **Agreement Supercedes Law.** Subsections (a), (b), and (c) of this Section 8.06 provide independent and alternative methods of indemnification. Restrictions, prohibitions, and unfavorable presumptions contained in the law governing indemnification referred to in Subsection (a) shall not apply to indemnification under Subsection (b) or (c).

(e) **Expenses Paid by Association.** Expenses incurred in defending any action, suit, or proceeding referred to in this Section 8.06 may be paid by the Association in advance of the final disposition of the action, suit, or proceeding, upon authorization by any of the methods referred to in this Section 8.06 and upon receipt of an undertaking by or on behalf of the person to be indemnified to repay such amount unless it is ultimately determined that he or she is entitled to be indemnified by the Association as provided in this Section 8.06.

(f) **Success of Defense.** To the extent that a person referred to in this Section 8.06 has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in this Section 8.06 or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred in connection therewith.

(g) **General Comments.** Any indemnification of a person may be both as to action in his or her official capacity and as to action in another capacity while holding such official capacity; shall continue as to a person who has ceased to be a Director, officer, member, employee, or agent; and shall inure to the benefit of the heirs, executors, and administrators of the person.

(h) **Special Assessment.** The Association and the Board shall have the power and responsibility for raising, by special assessment or otherwise, any sums required to

discharge the obligations under this **Section 8.06**; provided, however, that the liability of any member shall be limited to such proportion of the total liability hereunder as the member's fractional share of interest in the Common Elements bears to the total interest of all the members in the Common Elements.

Section 8.07. Limitation of Liability. No Director or officer of the Association shall be liable to the Association for any act, omission, or negligence, except that he or she shall be liable for loss directly resulting from his or her willful or reckless misconduct. This **Section 8.07** is in addition to all other limitations of liability contained in applicable law, the Declaration, the Articles, or other provisions of these Bylaws. The liability of Directors and officers shall be limited or removed to the maximum extent provided either by this **Section 8.07** or by other provisions of these Bylaws or the Articles or by applicable law; and these Bylaws shall be liberally construed to carry out this purpose.

Section 8.08. Bonds. The Board shall require Fidelity Bonds from all Directors, officers or agents handling or responsible for Association funds in all cases required by FHA 1st mortgage insurance, except any insurance trustee, and shall procure an audit of the accounts and financial records of the Association not less than every two (2) years. The expenses of such matters, including required bonds, shall be Common Expenses of the Association.

Section 8.09. Authority to Carry Out Resolutions and Motions. Each resolution or motion adopted by the Board shall be deemed to include the following provision, unless the resolution or motion expressly negates this provision: "The officers of the Association are severally authorized on behalf of the Association to do all acts and things which may be necessary or convenient to carry out the intent of this resolution (motion), including, without limitation, the authority to make, execute, deliver, file, and perform all appropriate contracts, agreements, certificates, documents, and instruments." The foregoing provision shall automatically be a part of the resolution or motion even though not stated in the minutes; and any officer may state or certify that the foregoing provision is included in the resolution or motion.

Section 8.10. Effect of Partial Invalidity. If a court of competent jurisdiction adjudges to be invalid any clause, sentence, paragraph, section, or part of the Articles or these Bylaws, the judgment or decree shall not affect, impair, invalidate, or nullify the remainder of the Articles or these Bylaws; but the effect shall be confined to the clause, sentence, paragraph, section, or part adjudged to be invalid.

Section 8.11. Enforcement Proceedings. Except as provided in **Section 3.08**, the Board shall not impose a fine, suspend voting rights, or infringe upon any other rights of a member or occupant for violations of restrictions, conditions, covenants, rules or regulations unless and until the following procedure is completed:

(a) **Demand.** Written demand to cease and desist an alleged violation shall be served upon the alleged violator specifying the alleged violation, the action required to abate the violation, and a time period not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one or a statement that

any further violation of the same nature may result in the imposition of sanction after notice if the violation is not continuing.

(b) **Notice.** Within twelve (12) months of such demand, if the violation continues past the period stated in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board shall serve the violator with written notice of a hearing to be held by the Board. The notice shall contain the nature of the alleged violation, the time and place of the hearing, which shall be not less than ten (10) days from the giving of the notice, an invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf, and the proposed sanction to be imposed.

(c) **Hearing.** The hearing shall be held in executive session pursuant to the notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or Director who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any. The person subject the procedure and hearing set forth herein shall have the right to present evidence (the formal rules of evidence shall not apply to the hearing) and to be represented by counsel at his or her own expense.

ARTICLE 9. AMENDMENTS TO BYLAWS

Section 9.01. Reservation of Right to Amend; Retroactive Effect. The Association reserves the right from time to time to amend these Bylaws in the manner now or hereafter permitted by the Declaration, the Articles, and these Bylaws, whether or not the amendment constitutes or results in a fundamental change in the purposes or structure of the Association. The original Bylaws of the Association and each amendment to the Bylaws (unless otherwise expressly stated in the amendment or in the resolution adopting it) shall be effective retroactively to the beginning of the Association's existence and (to the maximum possible extent) shall apply to acts, transactions, and events occurring and rights and liabilities arising before adoption of the Bylaws or the amendment. The preceding sentence and the retroactive effect of the Bylaws and amendments shall not invalidate or impair any act or transaction which would otherwise be valid. Wherever used in these Bylaws with respect to the Bylaws, the word "amend", "amended", or "amendment" includes and applies to the amendment, alteration, or repeal of any or all provisions of the Bylaws or the adoption of new Bylaws.

Section 9.02. Procedure to Amend; Board Action. Subject to Articles 5 and 12 of the Declaration, any amendment to these Bylaws may be adopted at any meeting of the Board of Directors by the affirmative vote of seventy-five percent (75%) of the number of Directors fixed by Section 4.03. Notice of any proposed amendment to the Bylaws and the time and place of the