

EXHIBIT "E"

BYLAWS OF Blue Ridge Estates Owners Association

The following are the Bylaws of Blue Ridge Estates Owners Association, adopted for the purpose of administering Blue Ridge Estates.

ARTICLE 1. MEMBERS AND VOTING RIGHTS

Section 1. The owners of each condominium unit shall constitute the members of the Association and membership shall automatically cease upon termination of the interest which constitutes a person as a condominium unit owner. An owner shall be recognized as a member of the condominium owners association without further action for so long as he or she holds an ownership interest. A fiduciary or other official acting in the representative capacity shall exercise all membership rights and privileges of the owner which he or she represents. A contract vendee of record shall be the owner of that unit and member of the Association with reference to who constitutes members of the Association as stated herein. If more than one person is the owner of the same unit, all such owners shall be members of the Association and shall remain jointly and severally liable for all membership obligations. The developer of the condominium regime shall be a member and shall have the rights of membership with respect to completed but unsold units.

Section 2. One vote total is given to the owner(s) of each unit as to all matters to be determined by the members of the owners association.

ARTICLE II. MEMBERS' MEETINGS

Section 1. Special meetings of the members of the owners association may be called for any purpose by a unit owner.

Section 2. Written or printed notice stating the place, day and hour of the special meeting and the purpose for which said meeting is called, shall be delivered not less than 5 or more than 60 days before the date of the meeting, either personally or by mail. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his or her last known address or the address given to the secretary for mailing notice. This notice requirement may be waived, in writing, by a unit owner representing each unit.

Section 3. The regular annual meeting of the members of the owners association shall be held on the third Monday in January at a place to be designated by the Board of Directors in Kalona, Iowa. The first annual meeting of the owners association will be held in the year 2006.

Section 4. A quorum at a members meeting shall consist of a majority of the owners of the units which are completed, whether said completed units are sold or unsold, either in person or by proxy, which said owners are entitled to vote as set forth in Article I above.

Section 5. A majority vote of the quorum present at each members' meeting shall be necessary to approve any measure.

ARTICLE III. BOARD OF DIRECTORS

Section 1. The business and affairs of the owners association shall be managed by its Board of Directors. The initial Board shall be one in number and shall consist of Christopher Reeves.

Section 2. Beginning in 2005 the Board of Directors of the owners association shall be elected annually at the regular annual meeting from among the members by a vote of the members present, and may be removed and replaced by a majority vote of the members at any members, meeting. There shall be 1 members of the Board of Directors. A majority vote of the board is determinative.

Section 3. The Board of Directors shall select from among themselves a President who shall be the Chief Executive Officer and who shall preside at all meetings of the members and of the Board of Directors.

Section 4. The Board of Directors shall select from among themselves a Vice President who shall preside in the absence or disability of the President, and who shall otherwise exercise the powers and duties of the President in the event of the absence or disability of the President.

Section 5. The Board of Directors shall select from among themselves a Secretary and Treasurer who shall keep the minutes of all proceedings of the meetings of the members and the Board of Directors, and who shall have custody and control of the Minute Book of the Association wherein the resolutions of the owners association and Board of Directors shall be recorded. Additionally, as Treasurer, said officer shall control the funds and other property of the owners association and shall keep the financial books and records and shall be in charge of collecting the assessments and disbursing funds for the payment of the Association's joint expenditures.

Section 6. Any instrument affecting an interest in real property may be executed by the President and Vice President and one other officer upon authorization of a majority of the members.

Section 7. Any official or a designate named by the Board of Directors, may release in writing any lien held by the Association or make a written statement of what amount is due or delinquent or current concerning common expense assessments.

Section 8. Any officer may be removed by a majority vote of the members whenever in the judgment of the Association the best interest of the Association will be served thereby. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 9. The powers and duties of the Board of Directors shall be exercised in accordance with the provisions of the Declaration; the powers and duties of the Board of Directors shall include, but shall not be limited to the following:

- a. To enforce all rules and provisions adopted by the Association.
- b. To make and collect assessments against members for all common expenses.
- c. To use the proceeds of assessments in the exercise of its powers and duties.
- d. To maintain, repair, replace, and operate the condominium property, including all common areas and units, as applicable, and the construction of new improvements or alterations, if authorized, and to make and provide for payment for all such work.
- e. To contract for management of the condominium and to delegate to such contractor all powers and duties necessary and not disallowed by the condominium documents; to employ, designate, and remove any personnel

necessary for the maintenance, repair, and replacement of the common areas and facilities.

f. To acquire title to and ownership of, in the name of the Association, units within the regime upon judicial sale, and on behalf of all owners to sell, lease, or mortgage such units. In the event of any judicial foreclosure sale, the unit owner shall be required to pay a reasonable rental for the unit.

g. To budget for current expenses and deferred or reserved maintenance and replacement expenses, and to assess and collect assessments on a monthly basis or on any other periodic basis chosen by the Board of Directors.

h. To carry insurance on the property of the condominium regime, if authorized by its members.

i. To do such other acts as are necessary and proper to effect the purpose of the condominium regime as stated in the Declaration and as stated in these Bylaws, provided such acts are not otherwise prohibited.

ARTICLE IV. COMMON EXPENSES AND ASSESSMENTS

Section 1. The common expenses of the Association include all those legitimately assumed by it in connection with its powers, duties, and obligations as set forth in any of the condominium documents and those expenses as are necessary or implied in connection with the powers and duties of the Board of Directors. Snow removal and lawn care in connection with the common area and the upkeep of the building exterior shall be assumed specifically by the Association as a common expense.

Section 2. Each unit shall be assessed and shall be responsible for 1/8th of the common assessment levied. Failure to pay the assessment for common expenditures shall result in a lien against the unit failing to pay the common assessment, and shall be deemed to run with title to the unit.

Section 3. The Board of Directors shall (in addition to levying the 1/8th assessment) establish a per unit deposit fee to be paid to the owners association by the purchaser(s) of each unit, due and payable within ten days from the date of purchase by contract or by deed. A record of said deposit fees paid shall be kept by the Board of Directors and upon the sale, by contract or by deed, the seller(s) shall be refunded the deposit fee originally paid by said seller(s). Said refund shall be made within thirty days of the date of sale and shall be mailed to the last known address of said seller(s).

ARTICLE V. AMENDMENT

Section 1. These Bylaws may be amended, altered, or repealed and new Bylaws adopted by the members at a meeting of the members upon the affirmative vote of two-thirds of all votes entitled to be cast. No amendment, however, affecting a substantial change in these Bylaws shall affect the right of the holder of any mortgage recorded prior to the recordation of such amendment if the holder of said mortgage does not join in the execution of said amendment and approve the same in writing.

Section 2. No amendment may be adopted at either a special or regular membership meeting which is not included in the notice thereof. However, if waivers in writing are placed of record, this notice requirement may be waived.

Section 3. Any modification or amendment of the Bylaws shall be effective against all persons upon its recordation in the office of the Washington County Recorder.

ARTICLE VI. MISCELLANEOUS PROVISIONS

Section 1. The invalidity of any portion or provision of these Bylaws shall not affect the validity of the remaining provisions or portions thereof.

Section 2. The Association shall promulgate such Rules and Regulations as it deems to be in the best interests of all owners within the condominium regime.

Dated this ____ day of _____, 2005.

Christopher Reeves

STATE OF IOWA)
) SS:
COUNTY OF WASHINGTON)

On this ____ day of _____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Christopher Reeves to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Notary Public in and for the State of Iowa
My expiration expires: