Exhibit "C"

BYLAWS

OF

TULANE COURT OWNERS ASSOCIATION

These are the Bylaws of Tulane Court Owners Association (hereinafter referred to as "Association") a corporation organized pursuant to Chapter 504A of the 1981 Code of Iowa, as amended, for the purpose of administering Tulane Court, a horizontal property regime (condominium) established pursuant to Chapter 499B of the 1981 Code of Iowa, as amended, located on certain portions of the following land in the City of Iowa City, Johnson County, Iowa:

Lot 125, Court Hill - Scott Boulevard Part VIII Addition, an Addition to the City of Iowa City, Iowa, according to the plat thereof recorded in Plat Book 21, Page 22, Plat Records of Johnson County, Iowa.

I. MEMBERS AND VOTING RIGHTS

1. The owners of each condominium unit shall constitute the members of the corporation and membership shall automatically cease upon termination of all interests which constitute a person an owner. Declarant shall be and have the rights of members with respect to unsold units. Whenever only one spouse is a record titleholder, the other spouse shall be considered an owner for the purposes of membership, and shall be bound by the provisions of all condominium documents including that provision in relation to the Homestead exemption contained in Article VII of the Declaration.

2. An owner of record shall be recognized as a member without further action for so long as he holds an ownership interest. If ownership is acquired but not of record, or if acquired other than by way of conveyance or other formal instrument of transfer (such as by death, judicial act or dissolution), the person acquiring or succeeding to ownership shall present the Board of Directors of the Association

evidence satisfactory to it of facts evidencing lawful ownership status prior to exercise of any rights of membership in the Association. (Failure to provide such evidence shall not, however, relieve an owner of his ownership obligations). A fiduciary or other official acting in the representative capacity shall exercise all membership rights and privileges of the owner which he represents.

3. If more than one person is the owner of the same unit, all such owners 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 named for that purpose on a certificate signed by all such owners or fiduciaries or other officials and filed with the Board of Directors and such person shall be deemed to hold an ownership interest to such unit for purposes of voting and determining the representation of such ownership interest at any meeting or for purposes otherwise provided herein. If such certificate is not executed and filed with the Board of Directors, such membership shall not be in good standing and the votes for that unit shall not be considered in considering a quorum or a vote or for any other purposes until this Bylaw is complied with.

4. The owner of each unit shall be entitled to one vote on all matters to be determined by the members of the Association either as owners or as units or as contemplated by Chapter 499B of the 1981 Code of Iowa, as amended, pursuant to the Declaration, including any supplements or amendments thereto, submitting the property to the regime. Votes of a single unit may not be divided.

II. MEMBERS' MEETING

1. The annual and any special meetings shall be held at a time and at a place within Iowa City, Johnson County, Iowa, chosen by the Board of Directors and all such meetings, annual or special, shall be held at such particular time and place as is set forth in the notice thereof.

2. A special meeting shall be held whenever called by the President or, in his absence or disability, the Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-fourth of the votes of the entire membership.

3. The Secretary or his designate shall give written notice to each member of the annual meeting. The person or persons calling a special meeting pursuant to Paragraph 2 hereof shall give like written notice of such special meeting. All notices shall set forth the time and place and purpose or purposes for which the meeting will be held. No action shall be taken at a special meeting which is not directly related to the purpose or purposes stated in the notice of such meeting.

4. Notice of members' meetings shall be given by mailing or delivering same not less than ten (10), nor more than thirty (30) days prior to the date of the meeting. Notice shall be deemed to be given if mailed by First Class Mail to the member at the address of his unit within the regime, unless at the time of giving such notice such member has given written direction, delivered to an officer or member of the Board of Directors specifying a different mailing address to be carried on the rolls of the Association. If more than one person is the owner of the same unit or if more than one fiduciary or one official is acting in the premises, notice to such person shall be deemed to have been given, when given in accordance with this Paragraph to the person named in the certificate filed with the Board of directors in accordance with Paragraph 3 of Article I. Notice of any meeting may be waived in writing by the person entitled thereto.

5. 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. The President, or, in his absence or disability, the Vice President shall preside at each members' meeting; if neither the President nor the Vice President is able to preside, a chairman shall be elected by the members present at such meeting.

6. 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 pertinent, and the period which the proxy is to be in force and effect. 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.

7. At all meetings, the order of business shall consist of the following:

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.

meeting business

III. BOARD OF DIRECTORS

1. 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 members 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 of Directors 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.

2. At the first annual members' meeting and at each meeting thereafter three (3) directors shall be elected and the term of office of each director shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner as elsewhere provided. Until all units are sold by the Declarant, the Declarant may appoint one (1) director to sit as a member of the Board of Directors 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.

3. 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.

4. Except as provided in Paragraph 5 of this Article, vacancies on the Board of Directors may be filled until the date of the next annual meeting by a vote of a majority of the Directors remaining in office regardless of whether those remaining constitute a quorum.

5. The initial Directors shall be subject to removal only by the Declarant. Thereafter, a Director may be removed by concurrence of seventy-five percent (75%) of the members of the Association at a special meeting called for that purpose. The vacancy on the Board of Directors so created shall be filled by the persons entitled to vote at the same meeting.

6. The initial Directors as well as any other Directors appointed by the Declarant shall serve without compensation. Directors elected by the members shall receive such compensation and expenses as is approved by the persons entitled to vote at any annual or special meeting.

7. An organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organization meeting shall be necessary. An organization meeting of the Association to elect successors to the initial Board of Directors of the Association shall be held not later than thirty (30) days following the sale of the 15th unit in the regime.

meeting w/i 10 days form annual mtg elect directors

8. A majority of the Board may, by resolution, set the time and place for regular meetings of the Board and no notice thereof shall be required until such resolution is modified or rescinded. Special meeting of the Directors may be called by the President, Vice President, or any two Directors provided not less than two days' notice shall be given, personally or by mail, telephone, or telegraph, which notice shall state the time, place and purpose of the meeting.

9. A quorum at a Directors' meeting shall consist of two-thirds of the entire Board of Directors. The acts approved by a majority of those present at a meeting duly called at which a quorum is present shall constitute the acts of the entire Board of Directors, except where approval by a greater number of Directors is required by the declaration or these Bylaws.

10. The presiding officer of a Director's meeting shall be the President, or in his absence, the Vice President.

11. The Board of Directors, by resolution approved by all members thereof, may designate from among its members such committees as it deems advisable and by resolution provide the extent and manner to which the same may have and exercise the authority of the Board.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation, and the documents establishing the Condominium Regime. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and in addition to those elsewhere provided, shall include but not be limited to the following:

1. The collection of assessments against members for all common expenses.

2. Use of the proceeds of assessments in the exercise of its powers and duties.

3. The maintenance, repair, replacement, and operation of the regime property including all common areas, elements, and facilities, and units as applicable, and the making or providing for payment for all such work and approving or delegating to the officers authority to approve vouchers therefor.

4. The reconstruction, repair, restoration, or rebuilding of the regime property and of any units as applicable after casualty; construction of new improvements or alterations if approved; to make and amend regulations respecting the use and occupancy of the property in the Condominium Regime and to permit or forbid an action or conduct within the discretion committed to them in the Declaration, Bylaws, and Resolutions of the members.

5. The enforcement by legal means the provisions of the Horizontal Property Act, the Articles of Incorporation, Bylaws of the Association, Declaration, and the regulations for the use of the property in the Regime; and to take legal action in the name of the Association and on behalf of its members.

6. To contract for management of the Regime and to delegate to such manager any or all powers and duties of the Association except such as are specifically required by the Declaration, Bylaws or Resolutions of the members to have approval of the Board of Directors or the membership of the Association.

7. To employ, designate, and discharge personnel to perform services required for proper operation of the Regime.

8. To carry insurance on the property committed to the Regime and insurance for the protection of unit owners, and occupants and the Association.

9. To pay the cost of all power, water, sewer, and other utility or other services rendered to the Regime and not billed directly to the owners of the individual units.

10. To conduct all votes or determinations of the members other than at a membership meeting.

11. To borrow money from any bank, lending institution or agency for the use and benefit of the Association and to secure the loan or loans by pledge of the assets of the Association, and from time to time renew such loan and give additional security.

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

V. OFFICERS

1. The officers of the Association shall be the President, who shall be a Director, a Vice President, who shall be a Director, and a Treasurer and Secretary which offices shall be filled by one person, who need not be either a director or member, all such officers shall be elected annually by the Board of Directors and may be preemptorily removed and replaced by the vote of two-thirds of the Directors at any meeting. The initial officers and their successors until the first annual meeting shall be chosen by the initial Board of Directors and shall serve until the first annual membership meeting. The Board of Directors may from time to time create and fill other offices and designate the powers and duties thereof. Each officer shall have the

powers and duties usually vested in such office, and such authority as is committed to the office by the Bylaws or by specific grant from the Board, but subject at all times to the provisions of the Bylaws and to the control of the Board of Directors.

2. The President shall be the chief executive officer of the Association. He shall preside at all membership meetings and meetings of the Board of Directors and shall have power to appoint committees from among the members to assist in the conduct of the affairs of the Association and the Regime.

3. The Vice President shall preside over the membership meetings in the absence or disability of the President, and shall otherwise exercise the powers and duties of the President in the event of the absence or disability of the President and shall generally assist the President and exercise such other powers and duties as are prescribed by the Directors.

4. The Secretary and Treasurer, which shall constitute one office, shall keep the minutes of all proceedings of membership meetings and Directors' meetings and shall have custody and control of the Minute Book of the Association and shall keep or be in charge and control of the records of the Association and additionally as Treasurer have control of the funds and other property of the Association and shall keep the financial books and records thereof.

5. The compensation of all officers and employees shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee, nor the contracting with a Director for management of the Regime.

6. Any instrument affecting an interest in real property may be executed by the President or Vice President and one other officer upon authorization of the Directors or in such manner as the Directors may otherwise direct.

VI. FISCAL MANAGEMENT

1. The Board of Directors shall adopt a budget for each fiscal year (which shall be the same as the Association's fiscal year for Income Tax purposes) which shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the following accounting categories according to good accounting practices:

adopt a budget

Exhibit "C"

BYLAWS

OF

TULANE COURT OWNERS ASSOCIATION

These are the Bylaws of Tulane Court Owners Association (hereinafter referred to as "Association") a corporation organized pursuant to Chapter 504A of the 1981 Code of Iowa, as amended, for the purpose of administering Tulane Court, a horizontal property regime (condominium) established pursuant to Chapter 499B of the 1981 Code of Iowa, as amended, located on certain portions of the following land in the City of Iowa City, Johnson County, Iowa:

Lot 125, Court Hill - Scott Boulevard Part VIII Addition, an Addition to the City of Iowa City, Iowa, according to the plat thereof recorded in Plat Book 21, Page 22, Plat Records of Johnson County, Iowa.

I. MEMBERS AND VOTING RIGHTS

1. The owners of each condominium unit shall constitute the members of the corporation and membership shall automatically cease upon termination of all interests which constitute a person an owner. Declarant shall be and have the rights of members with respect to unsold units. Whenever only one spouse is a record titleholder, the other spouse shall be considered an owner for the purposes of membership, and shall be bound by the provisions of all condominium documents including that provision in relation to the Homestead exemption contained in Article VII of the Declaration.

2. An owner of record shall be recognized as a member without further action for so long as he holds an ownership interest. If ownership is acquired but not of record, or if acquired other than by way of conveyance or other formal instrument of transfer (such as by death, judicial act or dissolution), the person acquiring or succeeding to ownership shall present the Board of Directors of the Association

evidence satisfactory to it of facts evidencing lawful ownership status prior to exercise of any rights of membership in the Association. (Failure to provide such evidence shall not, however, relieve an owner of his ownership obligations). A fiduciary or other official acting in the representative capacity shall exercise all membership rights and privileges of the owner which he represents.

3. If more than one person is the owner of the same unit, all such owners 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 named for that purpose on a certificate signed by all such owners or fiduciaries or other officials and filed with the Board of Directors and such person shall be deemed to hold an ownership interest to such unit for purposes of voting and determining the representation of such ownership interest at any meeting or for purposes otherwise provided herein. If such certificate is not executed and filed with the Board of Directors, such membership shall not be in good standing and the votes for that unit shall not be considered in considering a quorum or a vote or for any other purposes until this Bylaw is complied with.

4. The owner of each unit shall be entitled to one vote on all matters to be determined by the members of the Association either as owners or as units or as contemplated by Chapter 499B of the 1981 Code of Iowa, as amended, pursuant to the Declaration, including any supplements or amendments thereto, submitting the property to the regime. Votes of a single unit may not be divided.

II. MEMBERS' MEETING

1. The annual and any special meetings shall be held at a time and at a place within Iowa City, Johnson County, Iowa, chosen by the Board of Directors and all such meetings, annual or special, shall be held at such particular time and place as is set forth in the notice thereof.

2. A special meeting shall be held whenever called by the President or, in his absence or disability, the Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-fourth of the votes of the entire membership.

3. The Secretary or his designate shall give written notice to each member of the annual meeting. The person or persons calling a special meeting pursuant to Paragraph 2 hereof shall give like written notice of such special meeting. All notices shall set forth the time and place and purpose or purposes for which the meeting will be held. No action shall be taken at a special meeting which is not directly related to the purpose or purposes stated in the notice of such meeting.

4. Notice of members' meetings shall be given by mailing or delivering same not less than ten (10), nor more than thirty (30) days prior to the date of the meeting. Notice shall be deemed to be given if mailed by First Class Mail to the member at the address of his unit within the regime, unless at the time of giving such notice such member has given written direction, delivered to an officer or member of the Board of Directors specifying a different mailing address to be carried on the rolls of the Association. If more than one person is the owner of the same unit or if more than one fiduciary or one official is acting in the premises, notice to such person shall be deemed to have been given, when given in accordance with this Paragraph to the person named in the certificate filed with the Board of directors in accordance with Paragraph 3 of Article I. Notice of any meeting may be waived in writing by the person entitled thereto.

5. 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. The President, or, in his absence or disability, the Vice President shall preside at each members' meeting; if neither the President nor the Vice President is able to preside, a chairman shall be elected by the members present at such meeting.

proxy

6. 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 pertinent, and the period which the proxy is to be in force and effect. 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.

7. At all meetings, the order of business shall consist of the following:

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.

meeting business

III. BOARD OF DIRECTORS

1. 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 members 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 of Directors 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.

2. At the first annual members' meeting and at each meeting thereafter three (3) directors shall be elected and the term of office of each director shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner as elsewhere provided. Until all units are sold by the Declarant, the Declarant may appoint one (1) director to sit as a member of the Board of Directors 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.

3. 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.

4. Except as provided in Paragraph 5 of this Article, vacancies on the Board of Directors may be filled until the date of the next annual meeting by a vote of a majority of the Directors remaining in office regardless of whether those remaining constitute a quorum.

5. The initial Directors shall be subject to removal only by the Declarant. Thereafter, a Director may be removed by concurrence of seventy-five percent (75%) of the members of the Association at a special meeting called for that purpose. The vacancy on the Board of Directors so created shall be filled by the persons entitled to vote at the same meeting.

6. The initial Directors as well as any other Directors appointed by the Declarant shall serve without compensation. Directors elected by the members shall receive such compensation and expenses as is approved by the persons entitled to vote at any annual or special meeting.

7. An organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organization meeting shall be necessary. An organization meeting of the Association to elect successors to the initial Board of Directors of the Association shall be held not later than thirty (30) days following the sale of the 15th unit in the regime.

meeting w/i 10 days from annual mtg elect directors

8. A majority of the Board may, by resolution, set the time and place for regular meetings of the Board and no notice thereof shall be required until such resolution is modified or rescinded. Special meeting of the Directors may be called by the President, Vice President, or any two Directors provided not less than two days' notice shall be given, personally or by mail, telephone, or telegraph, which notice shall state the time, place and purpose of the meeting.

9. A quorum at a Directors' meeting shall consist of two-thirds of the entire Board of Directors. The acts approved by a majority of those present at a meeting duly called at which a quorum is present shall constitute the acts of the entire Board of Directors, except where approval by a greater number of Directors is required by the declaration or these Bylaws.

10. The presiding officer of a Director's meeting shall be the President, or in his absence, the Vice President.

11. The Board of Directors, by resolution approved by all members thereof, may designate from among its members such committees as it deems advisable and by resolution provide the extent and manner to which the same may have and exercise the authority of the Board.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation, and the documents establishing the Condominium Regime. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and in addition to those elsewhere provided, shall include but not be limited to the following:

1. The collection of assessments against members for all common expenses.

2. Use of the proceeds of assessments in the exercise of its powers and duties.

3. The maintenance, repair, replacement, and operation of the regime property including all common areas, elements, and facilities, and units as applicable, and the making or providing for payment for all such work and approving or delegating to the officers authority to approve vouchers therefor.

4. The reconstruction, repair, restoration, or rebuilding of the regime property and of any units as applicable after casualty; construction of new improvements or alterations if approved; to make and amend regulations respecting the use and occupancy of the property in the Condominium Regime and to permit or forbid an action or conduct within the discretion committed to them in the Declaration, Bylaws, and Resolutions of the members.

5. The enforcement by legal means the provisions of the Horizontal Property Act, the Articles of Incorporation, Bylaws of the Association, Declaration, and the regulations for the use of the property in the Regime; and to take legal action in the name of the Association and on behalf of its members.

6. To contract for management of the Regime and to delegate to such manager any or all powers and duties of the Association except such as are specifically required by the Declaration, Bylaws or Resolutions of the members to have approval of the Board of Directors or the membership of the Association.

7. To employ, designate, and discharge personnel to perform services required for proper operation of the Regime.

8. To carry insurance on the property committed to the Regime and insurance for the protection of unit owners, and occupants and the Association.

9. To pay the cost of all power, water, sewer, and other utility or other services rendered to the Regime and not billed directly to the owners of the individual units.

10. To conduct all votes or determinations of the members other than at a membership meeting.

11. To borrow money from any bank, lending institution or agency for the use and benefit of the Association and to secure the loan or loans by pledge of the assets of the Association, and from time to time renew such loan and give additional security.

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

V. OFFICERS

1. The officers of the Association shall be the President, who shall be a Director, a Vice President, who shall be a Director, and a Treasurer and Secretary which offices shall be filled by one person, who need not be either a director or member, all such officers shall be elected annually by the Board of Directors and may be preemptorily removed and replaced by the vote of two-thirds of the Directors at any meeting. The initial officers and their successors until the first annual meeting shall be chosen by the initial Board of Directors and shall serve until the first annual membership meeting. The Board of Directors may from time to time create and fill other offices and designate the powers and duties thereof. Each officer shall have the

powers and duties usually vested in such office, and such authority as is committed to the office by the Bylaws or by specific grant from the Board, but subject at all times to the provisions of the Bylaws and to the control of the Board of Directors.

2. The President shall be the chief executive officer of the Association. He shall preside at all membership meetings and meetings of the Board of Directors and shall have power to appoint committees from among the members to assist in the conduct of the affairs of the Association and the Regime.

3. The Vice President shall preside over the membership meetings in the absence or disability of the President, and shall otherwise exercise the powers and duties of the President in the event of the absence or disability of the President and shall generally assist the President and exercise such other powers and duties as are prescribed by the Directors.

4. The Secretary and Treasurer, which shall constitute one office, shall keep the minutes of all proceedings of membership meetings and Directors' meetings and shall have custody and control of the Minute Book of the Association and shall keep or be in charge and control of the records of the Association and additionally as Treasurer have control of the funds and other property of the Association and shall keep the financial books and records thereof.

5. The compensation of all officers and employees shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee, nor the contracting with a Director for management of the Regime.

6. Any instrument affecting an interest in real property may be executed by the President or Vice President and one other officer upon authorization of the Directors or in such manner as the Directors may otherwise direct.

VI. FISCAL MANAGEMENT

1. The Board of Directors shall adopt a budget for each fiscal year (which shall be the same as the Association's fiscal year for Income Tax purposes) which shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the following accounting categories according to good accounting practices:

adopt a budget

(a) Current expenses which shall include all funds and expenditures to be made for the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for replacement which shall include funds for repair or replacement required because of damage, destruction, depreciation or obsolesence.

2. The Board of Directors shall assess against each unit and the owners thereof shall be liable for, a share of the items in the budget adopted pursuant to paragraph 1 equal to such unit's pro rata share of common expenses as set forth in the Declaration. Such share shall be assessed annually in advance for the fiscal year for which the budget was prepared and notice of such assessments shall be mailed or delivered not less than thirty (30) days prior to the first day of such fiscal year. Such assessment shall be due and payable from the respective unit owner or owners in twelve (12) equal installments, each installment being due and payable the first day of each calendar month, which day falls within such fiscal year. In the event notice of such assessment is not timely given, the amount of such assessment will not change but the due date for each installment which would otherwise be due and payable, less than thirty (30) days from the giving of such notice, shall be due and payable on the due date of the first installment which is due not less than thirty (30) days from the date of such notice was mailed or delivered. In the event the annual assessment proves to be insufficient, the budget and assessments, therefore, may be amended at any time by the Board of Directors Such amended budget may be adopted at a special directors meeting upon an affirmative vote of a majority of the directors The additional amount so budgeted shall be assessed to each unit in the same manner as assessments for the annual budget and shall be prorated among the remaining installments due and payable in such year.

3. Assessments for common expenses for emergencies and extraordinary expenditures, which cannot be paid from the annual assessments for common expenses and maintenance funds shall be made only after notice of the need thereof to the unit owners. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes in the Condominium, the assessments shall become effective, and shall be due in such manner as the Board of Directors may require after thirty (30) days' notice thereof. In the event any expenditure for repair or replacement of any unit or common elements cannot be paid from annual assessments but can be at least ninety percent (90%) paid from insurance proceeds therefor, such expenditures may be made upon approval of the Board of Directors without approval of the members and an amended budget and assessment may be made therefor if necessary.

4. If an owner shall be in default of a payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to such owner, and thereupon the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to such owner either personally or by registered or certified mail. Interest shall be computed and due on balances due under this paragraph but unpaid on such due date at the maximum rate of interest allowable by law from the date such balance becomes due and payable in accordance with the preceding sentence; such interest shall be in addition to any other payments for which said owner is liable.

5. The holder of a mortgage on any unit, upon its filing written request with the Association, shall be given written notice by the Association of the nonperformance of a mortgagor's obligations under these Bylaws, the Declaration or other condominium documents, which is not cured within thirty (30) days.

6. All sums assessed but unpaid, including but not limited to, interest with respect to a unit or against a unit owner shall constitute a lien on such unit prior to all other liens except:

(1) Tax liens on the unit in favor of any assessing unit and special district, and

(2) All sums unpaid on the first mortgage of record.

Said lien may be foreclosed by the Association in the manner and with the consequences provided in Section 499B.17 of the 1981 Code of Iowa, as amended, in which event the owner shall be required to pay a reasonable rental for the unit. In the event the Association forecloses on any lien, the owner or owners of such unit, by their membership in this Association, specifically waive any rights to delay or prevent foreclosure which he or they may have against the Association by reason of the Homestead Exemption. The Association may sue for money judgment for unpaid assessments and interest or sums due without foreclosing or waiving any lien which it holds.

7. If a mortgagee or purchaser of a unit obtains title as a result of foreclosure of a first mortgage, neither such mortgagee or purchaser nor their successors or assigns, shall be liable for the assessments chargeable to such unit, due prior to the acquisition of title, and such unpaid assessments shall thereafter be deemed to be common expenses collectible from all unit owners including the mortgagee or purchaser, and their 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 owner for all unpaid assessments against the grantor or prior owner, but without prejudice to the right of such grantee or devisee to recover from the grantor the amounts paid therefor. The grantee or other successor in interest of an individual subject to a levy of an assessment on account of default shall be liable for any such special assessment.

8. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from the accounts shall only be by checks signed by such persons as are authorized by the Directors.

9. An audit of the accounts of the Association shall be made annually by a Certified Public Accountant and a copy of the report shall be furnished to each member not later than sixty (60) days after the close of the fiscal year for which the report is made.

VII. AMENDMENT

1. These Bylaws may be amended, altered, repealed or new Bylaws adopted by the members at a regular or special meeting of the members upon the affirmative vote of 66-2/3% of all votes entitled to be cast; provided, however, no amendment

effecting a substantial change in these Bylaws shall affect the rights of the holder of any mortgage recorded prior to recordation of such amendment who does not join in the execution thereof and who does not approve said amendment in writing.

2. No amendment may be adopted at either a special or regular membership meeting not included in the notice thereof, except if notice of the proposed amendment has been given, an amendment relative to the same subject may be adopted by those present, in person or by proxy and possession the requisite percentage of membership and voting interests, provided further no vote by proxy may be counted unless the proxy expressly provides for such contingency. Notice referred to herein shall be given in the manner prescribed in Article II Section 3 of these Bylaws and shall be given to the persons described in Article II Section 4 and the holder of any first mortgage of record which has notified the Association of its interests not more than fifty (50) days nor less than thirty (30) days before the date such meeting will be held. More than one proposed amendment may be included in the notice of a meeting.

3. To the extent provided by Section 499B.14 of the 1981 Code of Iowa, as amended, no modification nor amendment to these Bylaws shall be effective unless set forth in an amendment to the Declaration of Condominium, executed and recorded in the manner set forth in the Declaration and an amendment to these Bylaws shall constitute an amendment to the Declaration as provided for by law. Upon such recording said amendment shall be effective against all persons having an interest in a unit or the Regime regardless of whether said person had such interest at the time said amendment was adopted.

VIII. MISCELLANEOUS PROVISIONS

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

2. The Association shall not have and employ a corporate seal.

3. The Board of Directors may require fidelity bonds from all directors, officers, or agents handling or responsible for Association funds and the expense of such bonds shall be common expense of the Association.

4. The Association shall promulgate such Rules and Regulations as it deems to be in the best interests of all owners within the Regime. The initial Board of Directors shall adopt the initial Rules and Regulations which may be added to, amended, modified or altered by the affirmative vote of the members representing a majority of the units votes in the Association. Such Rules and Regulations, as amended, shall be binding upon all members, guests, and agents of members. An amendment to the Rules and Regulations shall not constitute an amendment to the Declaration and shall be valid and enforceable upon adoption without recording the same as an amendment to the Declaration.

5. The Association shall at all times maintain separate and accurate written records of each unit and owner and the address of each, and setting forth the status of all assessments, accounts and funds pertinent to that unit and owner. Any person other than a unit owner may rely on a certificate made from such records by an officer or agent of the Association as to the status of all assessments and accounts.

6. Each member shall have the obligations as such member as are imposed on him by the regime documents as an owner, and no member shall have any power or authority to incur a mechanic's lien or other lien effective against the regime property except as the same may attach only against his interest therein.

7. The Board of Directors may, in its discretion, issue written evidence of membership, but the same shall be evidence thereof only and in no manner shall be transferable or negotiable, and the share of the member in the assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as appurtenant to such assignment, hypothecation or transfer of the unit.

8. No provision or restriction otherwise void by reason of application of the Rule Against Perpetuities or Section 558.68 of the 1981 Code of Iowa, as amended, shall continue for a period longer than the life of the last to survive of the owners or partners of the Declarant, and their children in being, at the time of the initial recording of the Declaration of Condominium and twenty-one years thereafter.

9. Each owner or lessee of his unit, as applicable, shall have a right to use and enjoy the common elements provided that such use shall be limited to the uses permitted by the Declaration of Condominium and other governing documents of the Regime.

IX. DEFINITIONS

Unless the context otherwise requires, the terms used herein shall have the meanings stated in the Horizontal Property Act, and as follows:

1. Person. The term "person" shall include an individual, a corporation, or other legal entity or its representative.

2. Owner. The term "owner" for purposes of these Bylaws shall mean any person who owns or holds for himself an interest in one or more units subject to the Regime provided that the holder of a leasehold interest in a unit shall not be an owner and further provided that the holder of an equitable interest shall be an owner.

3. Unit. The term "unit" means each unit subjected to the Regime of one or more rooms intended for use as a residence.

4. Common expenses. The term "common expenses" shall include:

(a) expenses of administration, expenses of maintenance, operation, repair or replacement of common elements, and the portions of units to be maintained by the Association.

(b) expenses declared common expenses by the Declaration or these Bylaws.

(c) any valid charge against the Regime as a whole.

5. Singular, plural and gender. Whenever the context so permits or requires the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

EXHIBIT "D"

RULES AND REGULATIONS FOR

TULANE COURT OWNERS ASSOCIATION

1. Automobiles may be parked only in the areas provided for that purpose.

2. No radio or television antenna or any wiring for any purpose may be installed on the exterior of the buildings without the written consent of the Board of Directors of Tulane Court Owners Association.

3. An owner may identify his apartment with a name plate of a type and size approved by the Association and mounted in a place and manner approved by the Association. No other signs may be displayed except "for sale" or "for rent" signs approved by the Association and signs of Hallmark Homes, Inc. for the initial sale or rent of the condominium units.

4. Unit owners are reminded that alteration and repair of the buildings is the responsibility of the Association, except for the interior of the units. No work of any kind is to be done upon the exterior building walls or upon interior boundary walls without first obtaining the approval of the Association.

5. No unit owner shall make or permit any disturbing noises in the buildings, or do or permit anything to be done therein which will interfere with the rights, comforts, or conveniences, of other unit owners. No unit owner shall play upon or suffer to be played upon any musical instrument or operate or permit to be operated a phonograph or radio or television or other loudspeaker in such owners' unit between the hours of 12:00 midnight and the following 6:00 A.M., if the same shall disturb or annoy other occupants of the building.

6. Each unit owner shall keep his unit in a good state of presentation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof of any dirt or other substance.

7. No vehicle belonging to a unit owner or to a member of the family or guest, tenant or employee of a unit owner shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the buildings by another vehicle.

8. Complaints regarding the services of the buildings shall be made in writing to the Board of Directors or to the managing agent or to the manager.

9. Unit owners shall not cause or permit any unusual or objectionable noises or odors to be produced upon or to emanate from their respective units.

10. No unit owner or any of his agents, visitors or employees shall, at any time, place into or keep in his unit any inflammable, combustible, or explosive fluid, material, chemical or substance, except for normal household use.

11. Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by resolution of the Board of Directors of the Association.

12. These rules and regulations may be amended, modified or altered only as provided in the Bylaws of Tulane Court Owners Association.

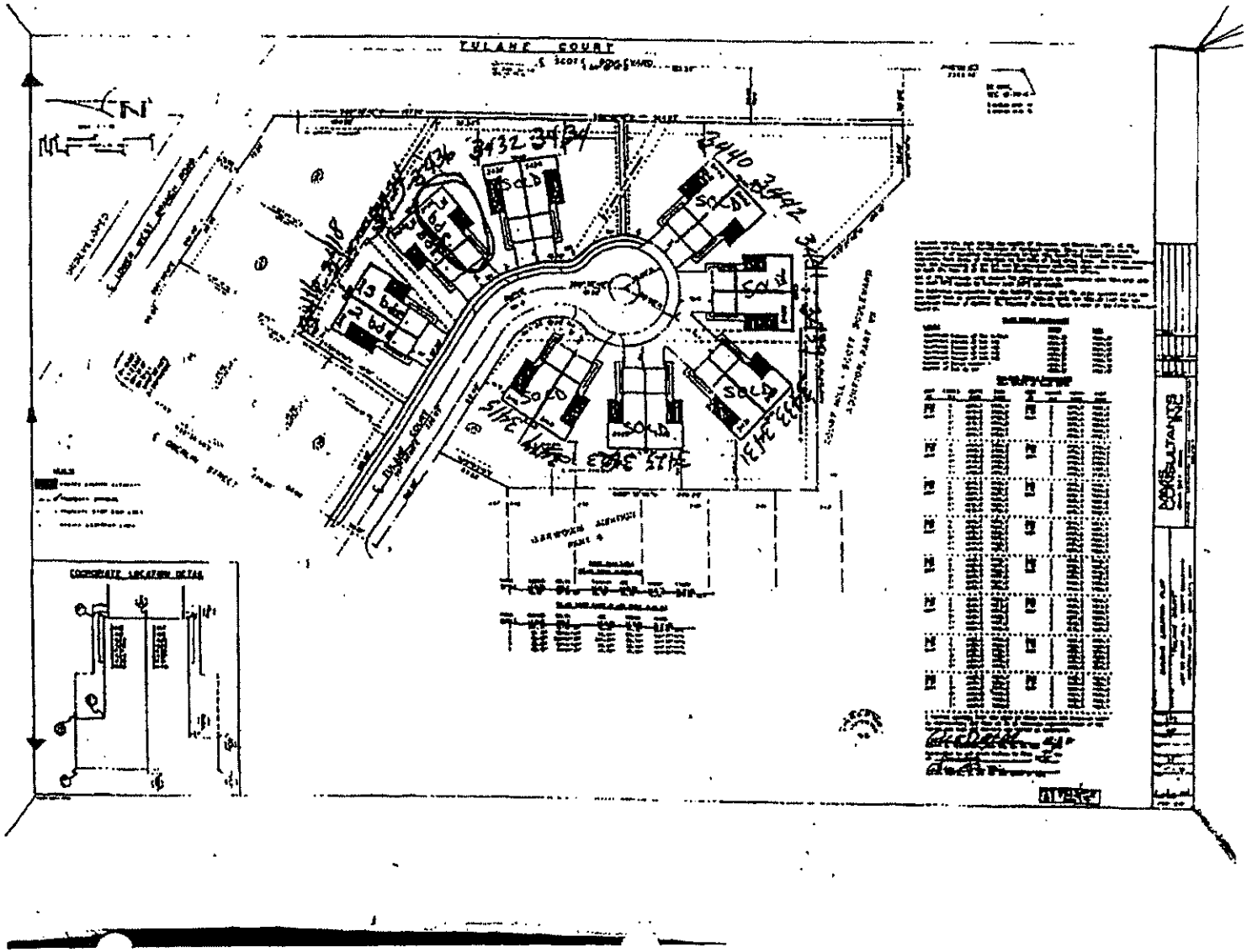
These rules and regulations have been approved by the Board of Directors of Tulane Court Owners Association on the 2nd day of December , 1981.

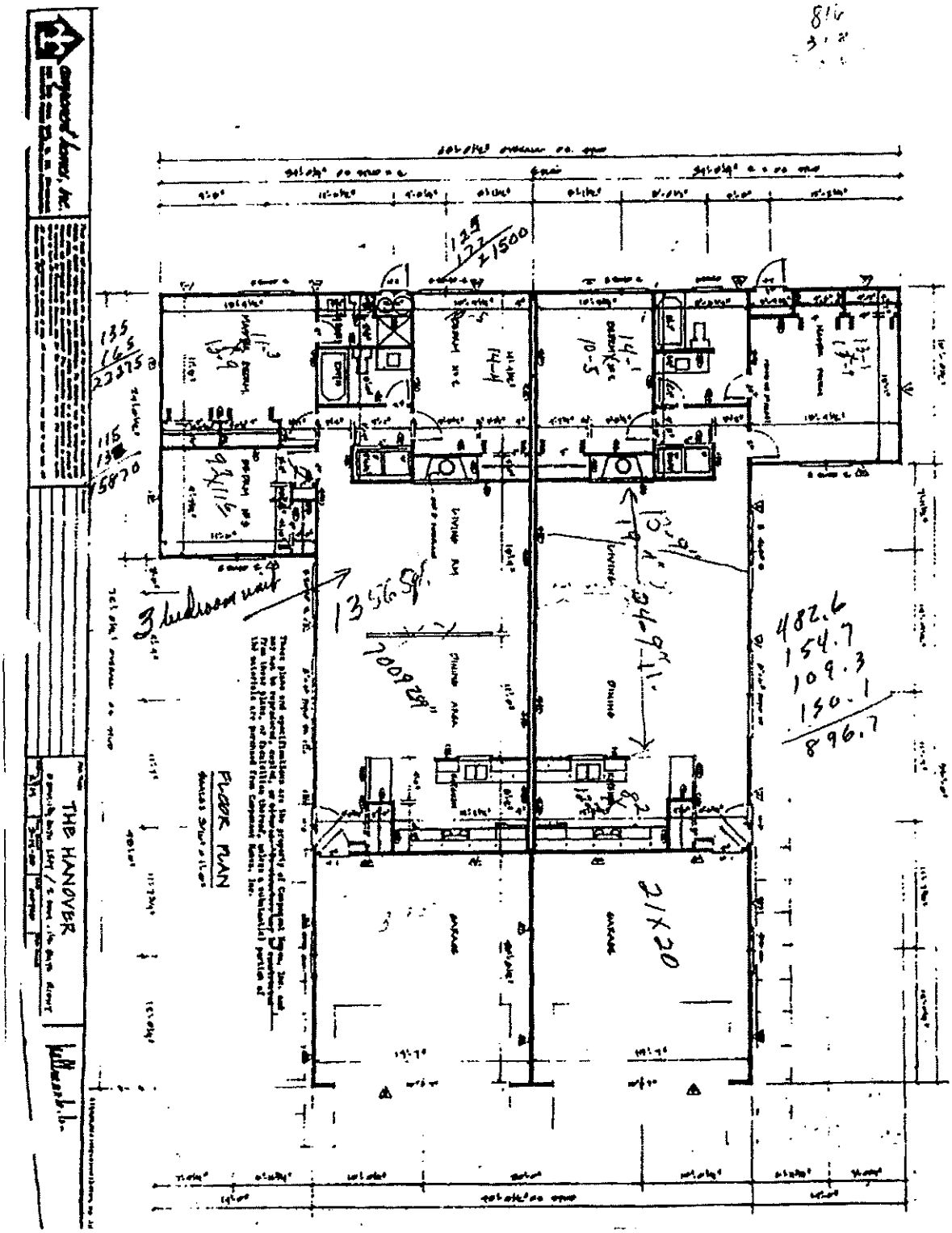
By /s/ Loran L. Hershberger

By /s/ Donald E. Strub

ATTEST:

/s/ Charles A. Mullen


TULANE COURT
N
SOLD
SOLD
SOLD


FLOOR PLAN
THE HANOVER
3 bedroom unit
1356 SF
482.6
154.7
109.3
150.1
896.7
21X20

14312

31⁰⁰

001249

FILED NO.
BOOK 3987 PAGE 67
00 JUL 17 PM 3:31
JOHNSON COUNTY RECORDER
IOWA CITY, IOWA

Preparer
Information: Kandis K. Briscoe, 920 S. Dubuque Street, Iowa City, IA 52240 (319) 351-8181

AMENDMENT TO CONDOMINIUM DECLARATION
TULANE COURT

The undersigned officers of Tulane Court Owners Association hereby certify that the following Resolution amending the Declaration of Submission of Property to Horizontal Property Regime Pursuant to Chapter 499B of the Code of Iowa for Tulane Court was presented to all owners of condominium units in the regime pursuant to Article XIII of the Declaration thereof at the regular annual meeting held September 7, 1998; that all the requirements of Article XIII of the Declaration for Tulane Court were met; and that said Resolution was duly adopted by unanimous vote of all owners, to-wit:

RESOLVED, that owners of Unit 3415 and Unit 3426 are authorized to construct a three season porch consistent with the attached floor plans, building elevations and specifications.

FURTHER RESOLVED, that Exhibit "F" to the Declaration of Submission of Property to Horizontal Property Regime Pursuant to Chapter 499B, Code of Iowa, for Tulane Court dated December 2, 1981 and recorded December 11, 1981, in Book 611, Page 89 et seq., Records of Johnson County, Iowa, be amended by adding the attached pages to the previously recorded Exhibit "F".

FURTHER RESOLVED, that the owners of Unit 3415 and Unit 3426 shall, upon completion of construction, obtain and record an Engineer's Certificate certifying that the three season porches were, in fact, built as depicted on the attached floor plans, building elevations and specifications.

FURTHER RESOLVED, that the President and Secretary of the association shall certify a copy of this Resolution in recordable form to be recorded in the Records of Johnson County, Iowa.

DATED this 13 day of July, 2000.

Richard Van Duyn
Dick Van Duyn, President

Margaret Kennedy
Margaret Kennedy, Secretary

000070

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this 13 day of July, 2000, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Dick Van Duyn and Margaret Kennedy, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Dick Van Duyn and Margaret Kennedy as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

D. L. CHELF
MY COMMISSION EXPIRES
April 7, 2002

Notary Public in and for the State of Iowa.

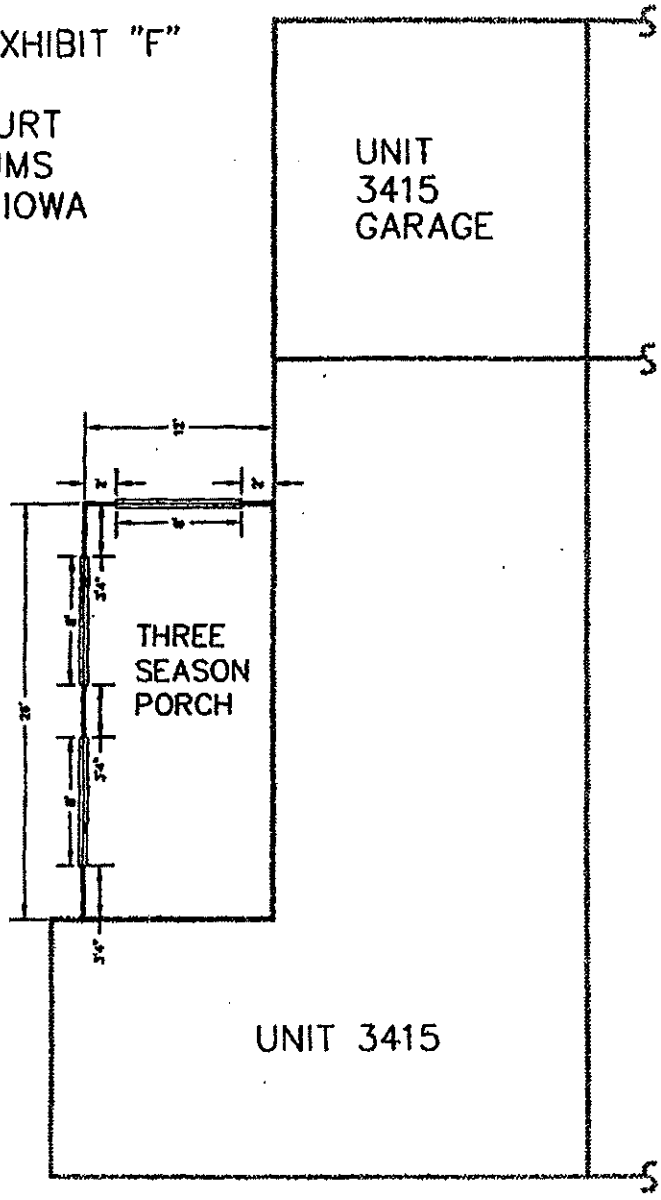
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AMENDED EXHIBIT "F"
UNIT 3415 & UNIT 3426
TULANE COURT CONDOMINIUMS
IOWA CITY, IOWA

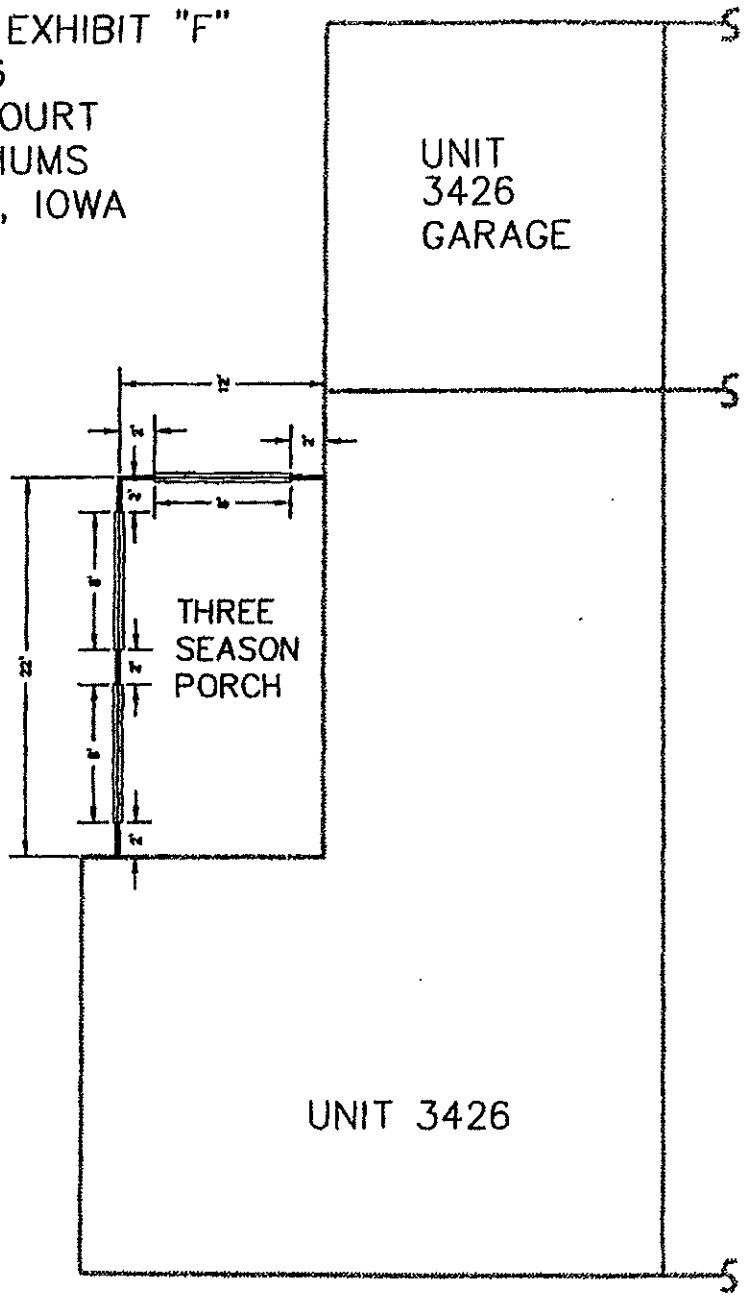
General List of Three Season Porch Building Materials

Trenched Portland Cement concrete footings
Poured Portland Cement concrete floor slab tied to existing floor slab
2x4 framed walls
2x6 framed rafters
Siding and soffit to match existing
Seven (7) brown vinyl coated exterior windows approximately 36" wide x 54" tall
Interior drywalled and painted
Electrical wiring per code
Insulation per code

AMENDED EXHIBIT "F"
UNIT 3415
TULANE COURT
CONDOMINIUMS
IOWA CITY, IOWA

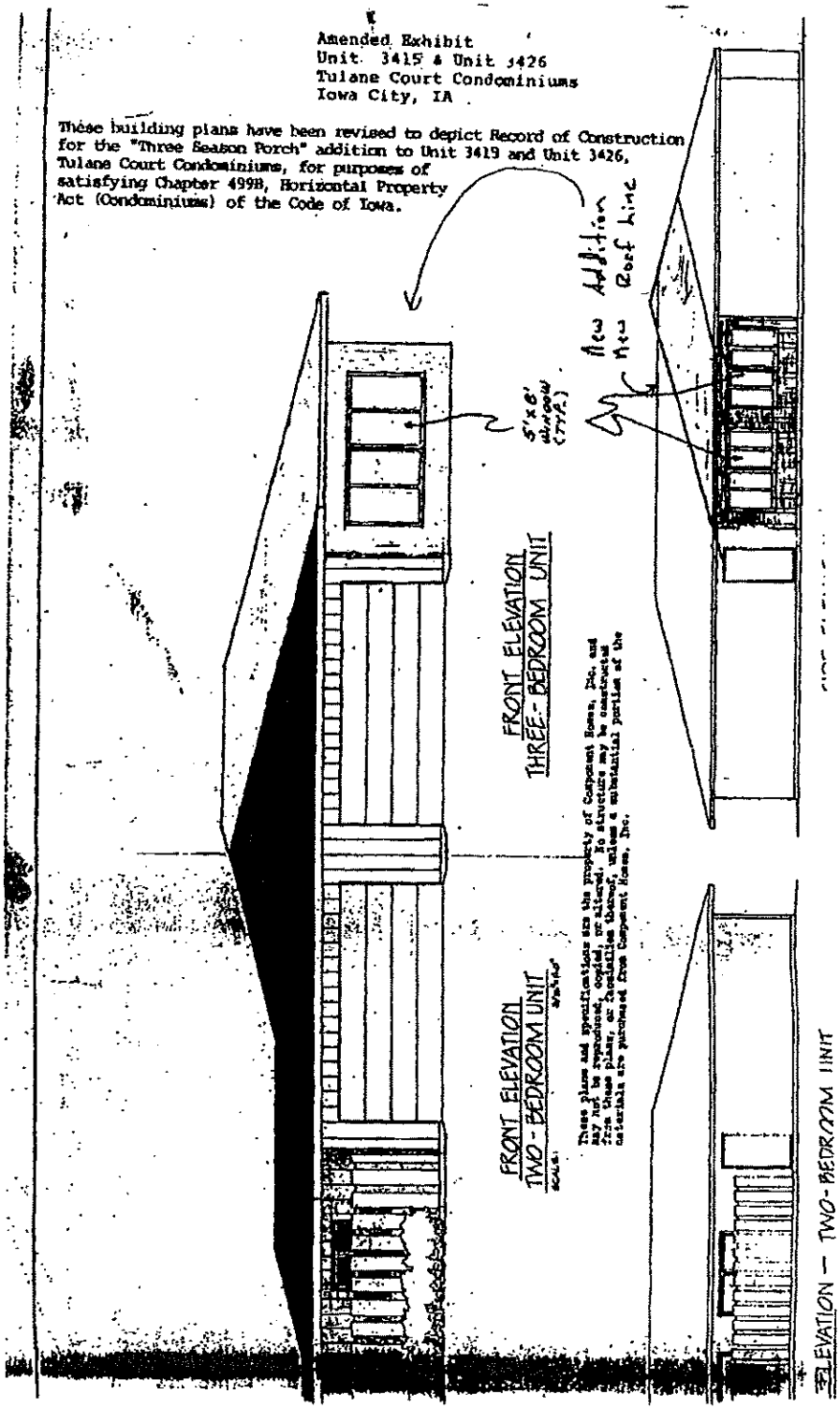


AMENDED EXHIBIT "F"
UNIT 3426
TULANE COURT
CONDOMINIUMS
IOWA CITY, IOWA



Amended Exhibit
Unit 3415 & Unit 3426
Tulane Court Condominiums
Iowa City, IA

These building plans have been revised to depict Record of Construction for the "Three Season Porch" addition to Unit 3419 and Unit 3426, Tulane Court Condominiums, for purposes of satisfying Chapter 499B, Horizontal Property Act (Condominiums) of the Code of Iowa.



ELEVATION — TWO-BEDROOM UNIT

26.00

FILED NO. 00125
BOOK 2287 PAGE 6
00 JUL 17 PM 3:31
JOHNSON COUNTY RECORDER
IOWA CITY, IOWA

ENGINEER'S CERTIFICATE

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

I, Christopher M. Stephan, being first duly sworn on oath do depose and state the following:

1. That I am a licensed Professional Engineer duly authorized and licensed to practice my profession in the State of Iowa.

2. That I have examined the floor plans and building elevations for the Three Season Porch Addition to Unit 3415 and Unit 3426, Tulane Court Condominiums (recorded in Book 611, Page 89, Johnson County Recorder) attached hereto as Amended Exhibit "F". This certificate and the attached plans are to become amendments to the Declaration of Submission of Property to Horizontal Property Regime for Tulane Court Condominiums (the Declaration).

3. That I hereby certify that the floor plans and building elevations for the Three Season Room Addition to Unit 3415 and Unit 3426, Tulane Court Condominiums, attached hereto as Amended Exhibit "F", diagrammatically represents, insofar as reasonably possible to determine by use of nondestructive measurement techniques, the Three Season Porch Addition to Unit 3415 and Unit 3426, Tulane Court Condominiums, and the common elements that the Declarant thereof has constructed on the real estate described in the Declaration.

Christopher M. Stephan
Iowa License No. 7059
My biennial license renewal date is December 31, 2000.

Subscribed and sworn to before me this 10th day of July, 2000.

Kristine L. Walter
Notary Public in and for the State of Iowa.

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