

BYLAWS  
OF  
TURNBRIDGE CONDOMINIUMS

I - Scope and Definitions

1. These are the Bylaws of Turnbridge Condominiums, a non-profit corporation organized under the provisions of Chapter 504A, Code of Iowa, as the Council of Co-Owners of Turnbridge Condominiums, a Condominium regime, situated in Council Bluffs, Pottawattamie County, Iowa.

2. The term "regime" means the horizontal property (condominium) regime known as Turnbridge Condominiums and situated and located on and including the following described real estate situated in Pottawattamie County, Iowa, to wit:

A parcel of land situated in the South Half of Section 15, Township 74 North, Range 44 West of the 5th Principal Meridian, Pottawattamie County, Iowa; Commencing at the Center of said Section 15 and then at the following courses and distances: Thence N 89° 28' 05" E 87.00', Thence S 0° 10' 54" E 220.00', Thence S 89° 28' 05' W 87.00', Thence S 89° 59' 15" W 233.00', Thence N 0° 10' 54" W 220.00', Thence N 89° 59' 15" E 233.00' to the true point of beginning. Said parcel of land contains 1.61 acres more or less.

which lands have been or will be submitted by lawful declaration pursuant to Chapter 499B to said horizontal property regime. As and if additional lands are submitted to the same regime, this corporation shall likewise function as the Council of Co-Owners of the entire regime as thus supplemented and enlarged.

3. The term "person" shall include a corporation or other entity or representative. All references in the plural or singular shall include the other according to context, and all references to gender shall include male, female or neuter according to context.

4. The term "Declaration" or "Declaration of Condominium" means the Declaration of Submission of Property to a Horizontal Property Regime to be known as TURNBRIDGE, A CONDOMINIUM, as the same from time to time may be supplemented or amended as therein provided.

II - Members and Voting Rights

1. Members. Subject to the qualification set forth in Paragraph 2 below, the owners of record of an apartment or apartments lawfully submitted to the regime shall constitute the members of the corporation, and membership shall automatically cease when the record ownership of such apartment is terminated. Developer shall be and have the right of membership with respect to completed but unsold apartments that have been submitted to the regime.

2. Proof of Membership. If ownership is acquired or terminated but not of record, or if 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 to the Board of Directors of the corporation evidence satisfactory to it of facts evidencing lawful ownership status. A fiduciary or other official acting in a representative capacity shall exercise all membership rights and privileges of the owner or property right in respect to which he is serving.

3. Conson Ownership. If more than one person owns an interest in the same apartment, all such persons shall be members



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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 vote entitled to be cast by the owners of that apartment shall be cast by the person named on a certificate signed by all owners or fiduciaries or other officials. If such certificate is not filed with the Board of Directors, such membership shall not be in good standing and the vote appurtenant to that apartment shall not be considered in determining a quorum or any vote or for any other purpose until this Bylaw is complied with.

4. Voting Rights. The owner of each apartment shall be entitled to as many votes on all matters to be determined by the members of the corporation, either as such or as apartment owners as contemplated in Chapter 499B, Code of Iowa, as there are ownership units appurtenant to that apartment as determined by the Declaration, including any supplements or amendments thereto, submitting the property to the regime. All votes appurtenant to an apartment shall be cast as a block and may not be divided.

### III - Membership Meeting

1. Time and Place. The annual meeting and any special meeting need not be held at the registered office of the corporation, but shall be held within Pottawattamie County, Iowa, 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. Quorum and Procedure. At any annual or special meeting, the presence of members, in person or by proxy, holding 66-2/3 percent of the ownership units outstanding and as created by the Declaration submitting property to the regime shall constitute a quorum for the transaction of business. All action taken by the members or submitted to them for consideration shall be carried or approved upon the favorable vote of a majority of the ownership units represented at the meeting unless a different rule is provided by the Articles of Incorporation, the Declaration, these Bylaws or any agreement to which the Association is a party. If neither the President nor Vice President is available to preside, a chairman shall be elected.

3. Special Meetings. A special meeting of the members may be called by the President, or in the event of his absence or disability by the Vice President, or by one-third (1/3) of the directors or by such number of apartment owners as collectively own 25 percent of the ownership units outstanding.

4. Notice. It shall be the duty of the Secretary or his designate to give written notice to the members of the time and place of the annual meeting. The person or persons calling a special meeting pursuant to Paragraph 3 shall give like written notice of the time and place of such special meeting. All notices shall set forth the purposes for which the meetings will be held and no action will be taken at a special meeting which is not directly related to the purpose of a special meeting as defined in this notice.

5. Order of Business. At all meetings the order of business shall consist of the following:

- (a) Election of chairman, if required.
- (b) Calling roll and certifying 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 inspectors of election, if applicable.
- (h) Election of directors, if applicable.
- (i) Unfinished business.
- (j) New business.



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## (k) Adjournment.

and Robert's Rules of Order shall govern unless specifically superseded.

6. Voting and Proxy. At all membership meetings the presence of an owner and the exercise of the voting rights of the owner by proxy shall be permitted and recognized, provided such proxy must be in writing and signed by all persons (if more than one) possessing an ownership interest in the apartment in question and shall set forth the number of ownership units appurtenant to that apartment and the period for which the proxy is to be in force and effect. The decision of the Board of Directors as to the sufficiency of any proxy for recognition shall be final and not subject to appeal by the members.

7. Time of Notice. Notice shall be given by mailing or delivering the same not less than ten nor more than fifty days prior to the date of the meeting. A mailed notice shall be duly given if addressed to the member at the address of his apartment within the condominium regime, unless at the time of giving of such notice, he has in writing directed a different mailing address to be carried on the rolls of the corporation. Where an apartment is owned in common or jointly, notice is duly given to the person named in the certificate required in Paragraph 3 of this article.

8. Annual Meeting. The first annual meeting of the members of the Association shall be held during the first week of March, 1989. Thereafter, the annual meeting of the membership of the Association shall be held during the same week of each succeeding year. At such meetings, vacancies and expired terms of the board shall be filled by ballot of the members. The members may at the annual meeting also transact such other business of the association as may properly come before them.

9. Waiver of Notice. Before or at any meeting of the Association any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Association shall be a waiver of notice by him or her of the time and place thereof unless the member is attending the meeting for the purpose of objecting to the meeting because inadequate notice was given. If all of the members are present at the meeting of the Association, no notice shall be required and any business may be transacted at such meeting.

## IV - Administration

1. Board of Directors - Number and Qualification. This corporation and its affairs shall be governed, managed and administered by a Board of Directors. The initial Board of Directors is five (5) in number who shall serve until the date hereinafter fixed for the expiration of their terms or until their successors are elected, and thereafter, board members shall be elected for the terms of two years or until successors are elected. The names and addresses of the persons who to serve as the initial board members are as follows:

NAME	ADDRESS	EXPIRATION OF TERM
Melvin McIntosh	106 Kanesville Blvd. Council Bluffs, Iowa 51503	1/1/91
Craig McIntosh	106 Kanesville Blvd. Council Bluffs, Iowa 51503	1/1/91
Timothy McIntosh	106 Kanesville Blvd. Council Bluffs, Iowa 51503	1/1/91



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Cy Moore	106 Kanesville Blvd. Council Bluffs, Iowa 51503	1/1/90
Gordon Scott	205 Knepper Council Bluffs, Iowa 51503	1/1/90

A majority of the number of board members shall constitute a quorum for the transaction of business. Thereafter, the board shall be composed of five (5) persons, all of whom shall be owners or spouses or mortgagees of apartment units or, in the case of corporate owners or mortgagees, shall be officers, stockholders, or employees of such corporation, or in the case of fiduciary owners or mortgagees shall be the fiduciaries or officers or employees of such fiduciaries.

2. Election. Election of directors shall be by ballot in which votes are cast in favor of as many directors as there are vacancies to fill. A director or directors receiving a plurality of the votes cast shall be elected. If all positions are not thus filled, as many additional ballots shall be taken as may be required and in each such case the person receiving the least number of votes in the previous ballot shall be eliminated from further consideration.

3. Vacancies. Vacancies in the Board of Directors may be filled until the date of the next annual membership meeting by vote of the majority of directors remaining in office, whether those remaining constitute a quorum or not; provided however, that a vacancy in the Board of Directors occurring by reason of the death, disability, disqualification or resignation of a director appointed by the Developer shall be filled by appointment of a new director by the Developer.

4. Removal. The initial directors and directors appointed by the Developer shall not be subject to removal. Any other director may be removed from office at a special membership meeting called for such purpose if 75% of the ownership units outstanding are voted in favor of such removal.

5. Compensation. The initial directors and all directors appointed by the Developer shall serve without compensation. All other directors may receive such compensation as is approved by the members of any annual or special membership meeting.

6. Quorum. At any annual or any special meeting, the presence of a majority of directors, in person, shall constitute a quorum for the transaction of business. All action taken by the directors or submitted to them for consideration shall be carried or approved upon the favorable vote of a majority of the directors present at the meeting unless a different rule is provided by the Articles of Incorporation, the Declaration, these Bylaws or any agreement to which the Association is a party.

7. Notice. A majority of the Board of Directors may, by resolution, set a time and place for regular meetings, and no notice thereof shall be required until such resolution is rescinded. Special meetings of the directors may be called by the President or by one-third (1/3) of the directors. 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 said meeting.

8. Committees. The Board of Directors, by resolution approved by all members thereof, may designate from among its membership an executive committee or other committees and, by such resolution, the authority of the Board. The Board of Directors shall have the authority to appoint a Maintenance Committee for each of the apartment buildings in their regime, with the membership of such committee to include owners of units in the building served by such committee.



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9. Chairman. The President shall preside at all meetings of the Board.

## V - Officers

1. Offices. The officers of the corporation shall be the President, who shall be a director, a Vice President, who shall be a director, and a Secretary-Treasurer, all of whom shall be elected annually by the Board of Directors, except that the initial officers shall be chosen by the initial Board of Directors and shall serve until the first annual membership meeting. Until such time as the Developer is not entitled to appoint any directors of this corporation, officers need not be members of the corporation, but thereafter all officers must be members of this corporation. 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. President. The President shall be the chief executive officer of the corporation. He shall preside at all membership meetings and shall have power to appoint committees from among the members to assist in the conduct of the affairs of the corporation.

3. Vice President. The Vice President shall preside over 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. Secretary-Treasurer. The Secretary-Treasurer shall keep minutes of all proceedings of membership meetings and directors' meeting and shall have custody and control of the minute book of the corporation, and shall keep or be in charge and control of the records of the corporation and shall give notice where required or directed to do so. The Secretary-Treasurer shall have control of the funds and other property of the Association and shall keep the financial books and records thereof.

5. Compensation. 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 condominium.

6. Execution of Real Estate Documents. Any instrument affecting an interest in real estate may be executed by the President or Vice President and any other officer upon authorization of the directors and in such manner as the directors may otherwise direct.

## VI - Powers and Duties of the Board of Directors

All of the powers and duties of the corporation 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. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Declaration of Condominium which govern the use of the land, and shall include in addition to those elsewhere provided for but shall not be limited to the following powers and duties:

1. To make and collect assessments and special assessments against members for all common expenses.



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2. To use the proceeds of assessments and special assessments in the exercise of its powers and duties.
3. To maintain, repair, replace and operate the condominium property, including all common areas, elements and facilities, and apartments as applicable, and to construct new improvements or alterations, if authorized, and to make or provide for payment for all such work and approve or delegate to the officers authority to approve vouchers therefor.
4. To reconstruct, repair, restore or rebuild the condominium property and any apartments as applicable after casualty or otherwise.
5. To make and amend rules and regulations, restricting the use and occupancy of the property in the condominium and, in their discretion, to permit or forbid an action or conduct as discretion is committed to them in the condominium documents.
6. To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the Bylaws of the corporation, and the regulations for the use of the property in the condominium.
7. To contract for management of the condominium and to delegate to such contractor 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 areas and facilities.
8. To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartment subject to such liens.
9. To carry insurance for the protection of apartment owners and the corporation against casualty, liabilities and other contingencies.
10. To pay the cost of all power, water, sewer and other utility and other services rendered to the condominium and not billed to owners of individual apartments.
11. To conduct all votes or determinations by members other than at a membership meeting.
12. To amend these Bylaws as provided herein.
13. To maintain or cause to maintain detailed, accurate records in chronological order, of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and other expenses incurred and to make such records and vouchers authorizing the payments available for the examination by the owners of the condominium units during reasonable business hours.
14. To render or cause to render annually a statement to the association of all receipts and disbursements during the preceding year.
15. To determine policies and to adopt house rules and regulations governing the details of the operation and use of the premises, including the common and limited



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common elements and to amend such house rules and regulations from time to time as the Board deems advisable.

16. Directors and officers shall be free from all personal liability for any acts done on behalf of the corporation and in the capacity of a director or officer or any losses incurred by the corporation or the owners of the condominium units unless the same shall have occurred through their willful negligence or misconduct. Every director and officer shall be indemnified by the Association against all reasonable costs, expenses and liabilities including attorney fees imposed upon them in connection with any claim, suit, proceeding or investigation of whatever nature by reason of his being or having been a director or officer of the corporation as common expenses, except as liable for willful negligence or misconduct in the performance of his duties as director or officer. The foregoing right of indemnification shall inure to the benefit of the heirs, administrators and executors of such person.

### VII - Common Expenses, Collection and Assessment

1. Common Expenses. 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 as are necessary or implied in connection with the powers and duties of the Board of Directors and the provisions of Chapter 499B and Chapter 504A, Code of Iowa. Snow removal and lawn care in connection with common land shall be assumed by the Association as a common expense.
2. Assessment. Assessments against the owners of apartments completed and submitted to the regime shall be made by the Association in order to provide funds for the discharge of all common expenses of the Association. All assessments and funds collected from assessments shall be charged or credited to the apartment owner's account. Except in the case of special assessments, each owner and each apartment shall be liable and subjected only to the proportionate share of the assessments made, based on the total number of ownership units appurtenant to that apartment as compared to the entire total number of ownership units appurtenant to all apartment units as exists from time to time. Only the individual apartment owner and the apartment subject to a special levy of assessment on account of his default shall be liable for any such special assessment.
3. Liability for Assessment. Where a mortgagee or purchaser of an apartment obtains title as a result of foreclosure of a first mortgage, such mortgagee or purchaser, his successors or assigns, shall not be liable for the assessments chargeable to such apartment due prior to the acquisition of title, and such unpaid assessments shall thereafter be deemed to be common expenses, collectible from all apartment owners, including the mortgagee or purchaser, his successors or assigns. The owner of an apartment 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 or decedent's estate and amounts paid therefor. The grantee or other successor in interest of an individual subject to a special levy of assessment on account of default shall be liable for any such special assessment.
4. Budget. The Board of Directors shall adopt a budget each year for such one year period as it elects for its reporting period for income tax purposes, which shall include the estimated funds required to defray the following common expenses:



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(a) Current expenses, which shall include all funds and expenditures to be made within the year for which the funds are budgeted (except expenditures chargeable to reserves or additional improvements), including a reasonable allowance for contingencies and working funds. Any balance in 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 generally funds for repair, reconstruction and the like required because of damage, destruction or other hazards.

Upon the determination of such budget, the directors shall each year levy an assessment for the amount to be thus assessed against each apartment at least thirty (30) days prior to the one year period covered by such budget and assessments. Notwithstanding the foregoing requirement of regular assessment, the Board of Directors may discontinue a regular annual assessment for reserve for replacement or transfer such portion thereof to another fund or account if in its judgment the amount remaining is sufficient to satisfy the best interests of the members. The Board may also make and levy from time to time assessments for emergency or extraordinary purposes and for special assessments against defaulting owners as herein provided.

5. Payment and Default in Payment. The regular annual assessments made for current expenses and deferred maintenance and replacement reserves shall be due from and paid by the apartment owners as to their shares thereof in twelve (12) equal monthly installments, payable on the first day of each month during the one year period in question. Emergency assessments and special assessments against an apartment owner shall be due and payable according to the terms thereof. If any assessment or any installment thereof is in default for more than thirty 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 mailed to the apartment owner at his address carried upon the corporate records.

6. Lien of Assessment and Collection. The share of all sums assessed payable by an apartment owner but unpaid shall constitute a lien on such apartment prior to all other liens except tax liens on the apartment in favor of any assessing unit and special district and all sums payable on a first mortgage of record, which lien may be foreclosed by the Association in the manner and with the consequences provided in Section 499B.17, Code of Iowa, in which event the apartment owner shall be required to pay a reasonable rental for the apartment, and in such event the Association shall be entitled to the appointment of a receiver to collect the same. The association may sue for money judgment for unpaid assessments or sums due without foreclosing or waiving any lien which it holds.

7. Books and Records. The Association shall at all times maintain complete and accurate written records of each apartment and owner and the address of each, setting forth the status of all assessments, accounts and funds pertinent to that apartment and owner. Any person other than an apartment 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.

### VIII - Insurance Provisions

1. Responsibility for Insurance. All insurance policies on the condominium property and in respect to liability in con-



nection with the condominium property, or the use, ownership or operation thereof, or in connection therewith, shall be purchased and paid for by the Association, and the premium expense therefor shall be a common expense of the regime, and the Association, acting through its Board of Directors rather than an individual apartment owner or owners, shall have the responsibility and authority, subject to the further provisions hereof to adjust any loss or claim in connection therewith to the extent permissible by law.

2. Assures. All such policies shall be purchased by the Association for the benefit of the Association and the owners of apartments and their mortgagees, as their interests may appear, and provisions made where applicable for issuance of certificates of mortgagee endorsements to the mortgagees of the individual apartments. For the purposes of its functions under this article, the Association may be considered the agent coupled with an interest of all the owners.

3. Coverage to be Afforded. (a) All condominium property, real, personal or mixed, including buildings, structures, equipment, fixtures and facilities, and all common elements, whether limited or general, and whether within or without an apartment (excluding only such personal property as may be the sole separate personality of a member), and all property of any kind, leased or used or under the control of the Association, shall be insured by the Association in an amount equal to the maximum insurable replacement value thereof, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association against loss or damage by fire or other hazards covered by a standard extended coverage hazard endorsement.

(b) Public liability insurance in such amounts and with such coverage as shall be required by the Board of Directors of the Association shall be procured with cross liability endorsements to cover the liability of the apartment owners as a group to an apartment owner and protecting in standard form the members, Board of Directors, officers, agents and contractors of or with the Association. Such liability insurance may include, if applicable, liability in respect to motor vehicles owned, non-owned or hired.

(c) Workers compensation shall be procured as required to meet applicable law.

(d) Such other insurance may be procured as the Board of Directors shall determine from time to time is necessary and reasonable in order to fully insure the condominium and leased property and the Association and owners and their mortgagees against insurable risks.

(e) It is the intent hereof that the Association procure a single policy to afford the coverage referred to, except that separate policies may be procured for different types of risks. Such policy or policies, comprehensive in coverage, are sometimes referred to as the master policy.

4. Insurance Trustee. The Board of Directors of the Association may provide that insurance proceeds related to property losses (whether from fire or extended coverage or liability proceeds) be paid to an insurance trustee which shall be a bank or other financial institution in Iowa authorized to serve as such, which insurance trustee, if so designated, shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes of adequately safekeeping and properly disbursing the same as determined by adjustment of any loss or any decision of



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the Association or the Board of Directors with respect to repair, reconstruction and the like. Such proceeds shall be held by the insurance trustee in trust for the benefit of the Association and apartment owners and their mortgagees as applicable, in such shares (which need not be set forth on the records of the insurance trustee) undivided in character, which are the same as the undivided shares in the common elements appurtenant to the respective apartments. The proceeds on account of damage solely to an apartment payable under such policies shall be held for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner as determined by the Board of Directors. The funds held by the trustee shall be disbursed as determined by the Association or its Board of Directors, as the case may be.

5. Proceeds Payable to the Association. If proceeds are payable to the Association, the same shall be held and disbursed in the same manner as above provided with respect to an insurance trustee.

6. Use of Insurance Proceeds. Unless the Association in the manner provided for shall specifically make a determination not to repair, rebuild, restore or reconstruct, all insurance proceeds to the extent available shall be used for such purposes.

7. Notice to Apartment Owners. Each apartment owner shall be entitled to receive from the insurance carrier or the Association by endorsement or in other written form, information as to the identity of the policies carried by the Association and of effective and expiration dates, policy amounts and notice of any change or cancellation.

8. Insurance by Apartment Owner. The individual purchase of separate individual insurance coverage by an apartment owner is governed by the following:

(a) Limitation. The provisions set out relative to the purchase of master policies by the Association shall not be construed to prohibit the purchase of an individual policy by a member and/or apartment owner, but each such member and/or apartment owner agrees to the following limitations with respect to the purchase of an individual policy for fire and extended coverage: (1) No such individual policy shall be procured which by reason of doctrines of co-insurance, proration, "no other insurance", subrogation or waiver thereof, warranties and conditions, contribution or otherwise, would limit, affect or decrease the coverage and recoverable proceeds under the master policy or invalidate or increase the premium thereof; (2) Such member and/or owner agrees for his part that the proceeds of any individual policy shall be applied for the purposes of repair, reconstruction, restoration or of rebuilding as determined by the Association or Board of Directors hereunder, and to attempt to procure the agreement of any mortgagee to such application of the funds.

(b) Permitted Insurance. Each member and/or owner may separately insure any carpeting, furnishing, plug-in appliances and other sole separate personal property as is not insured by the Association and procure public liability insurance covering causes of action growing out of the ownership, maintenance and control of the apartment areas as may not be covered by the master liability policy, and may procure an individual policy insuring individual liability to other apartment owners and the Association arising out of intra-apartment ownership, maintenance or control if such protection is not afforded by the master policy.

9. Alterations or Improvements. Alterations or improvements within an apartment area are prohibited in Paragraph 5 of Article VIII of the Declaration of Condominium except where



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approved by the Board of Directors under the conditions there stated. Where such alterations or improvements are approved, it shall be a further condition of approval that any increase in the insurable value of the condominium property, common or otherwise, shall be first adequately insured under the master policy as a common expense recoverable by the Association against the owner by special assessment, provided, if the member and/or apartment owner can procure insurance under an individual policy with regard to such alteration or improvement satisfactory to the Board of Directors and which to its satisfaction does not jeopardize as provided in Paragraph 8(a) of this article of these Bylaws, the integrity of any master policy, the procuring of such separate policy is permissible if the improvement or alteration cannot otherwise be insured as first above provided for. In any event, the proceeds of such additional insurance shall be held and applied and subject to the further terms of this article for the purpose of rebuilding, repair and the like in the same manner as other master policy or individual policy proceeds.

### IX - Referendum

Any vote or determination required or permitted to be made by the members of the Association and not required by law or any of the condominium documents to be made at a meeting of the members may be initiated by one-third (1/3) of the Directors, or upon the written petition of members owning collectively 25% of the ownership units. If such referendum is initiated, the Secretary shall forthwith prepare and mail to each member a ballot, returnable in not less than ten or more than fifty days from the date of mailing. If prior or subsequent to such petition a special meeting has been called to consider the same subject matter, the special meeting shall prevail and the referendum vote not be tallied.

### X - Amendment

1. Amendment, etc. These Bylaws may be amended, altered, repealed or new Bylaws adopted.

- (a) by the members at a special meeting of or upon a referendum ballot by the members upon the affirmative vote of 75% of the ownership units constructed as a part of and submitted to this condominium regime, or
- (b) by the Board of Directors upon the affirmative vote of a majority of all directors.

Provided however, that amendments of a material nature must be agreed to by unit owners representing at least 67% of the total allocated votes in the owners' association. In addition, approval must be obtained from eligible mortgage holders representing at least 51% of the votes of unit estates that are subject to mortgages held by eligible voters. A change to any of the following would be considered material:

- a. Voting rights;
- b. Assessments, assessment liens or subordination of assessment lines;
- c. Reserves for maintenance, repair and replacement of common areas;
- d. Responsibility for maintenance and repairs;
- e. Reallocation of interests in the general or limited common areas, or rights to their use;
- f. Boundaries of any unit;



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- g. Convertability of units to common areas or vice versa;
- h. Expansion or contraction of the project; or the addition, annexation, or withdrawal of property to or from the project;
- i. Insurance or fidelity bonds;
- j. Leasing of units;
- k. Imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- l. A decision by the Owners' Association to establish self-management when professional management has been acquired previously by an eligible mortgage holder;
- m. Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than specified in the documents;
- n. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or
- o. Any provision that expressly benefit mortgage holders, insurers, or guarantors.

Provided however, no amendment to these Bylaws affecting the rights of Developer or its successor as specified in these Bylaws or Declaration shall be subject to amendment by the members as long as Developer or its successor shall have a right to appoint any directors, and any attempt by the members to so amend the Bylaws shall be null and void.

2. Notice Required. 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, a different amendment relative to the subject matter thereof may be adopted by those present in person or by proxy and possessing the requisite percentage of votes, provided further no vote by proxy may be counted unless the proxy expressly provides for such contingency. More than one proposed amendment may be included in the notice of a meeting.

3. Effective. To the extent provided in Section 499B.14, Code of Iowa, no modification or amendment of 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 Paragraph 5 of Article X of the Declaration, and an amendment to these Bylaws shall constitute an amendment to the Declaration as provided by law.

4. Other Documents. Unless required by the specific provisions of the condominium documents or by law, a supplemental Declaration of Condominium submitting further lands and apartments to the condominium regime or an amendment to the Declaration of Condominium not overlapping or affecting the subject matter of these Bylaws shall not be considered an amendment of these Bylaws.

### XI - General Provisions

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



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2. Corporate Seal. The corporation shall not have and employ a corporate seal.

3. Fidelity Bonds. The Board of Directors shall require fidelity bonds from all directors, officers, or agents handling or responsible for Association funds except any insurance trustee.

4. Mechanics and Other Liens. Each member shall have the obligations as such member as are imposed upon him by the condominium documents as an apartment owner or lessee, and no member shall have any power or authority to incur a mechanic's lien or other lien effective against the condominium property except as the same may attach only against his appurtenant interest therein and be removable as such.

5. Evidence and Transferability of Membership. The Board of Directors may in its discretion issue written evidence of ownership but the same shall be evidence thereof only and shall in no manner 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 an appurtenance to such assignment, hypothecation or transfer of the apartment.

### XII - Enforcement

The violation of any rule or regulation adopted by the Association or the Board or the breach of any of these Bylaws, covenants and restrictions, or the breach of any provisions of the Declaration of Horizontal Property Regime, shall give the Board the right, in addition to any other rights set forth in these Bylaws:

- a. To enter into the unit in which, or as to which, such violation or breach exists and to summarily abate and remove at the expense of the defaulting member, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Administrators shall not thereby be deemed guilty, in any manner, or trespass.
- b. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.
- c. To deny partially or wholly access to, benefit from, or use of all or any facilities, functions, or services, or suspend, partly or wholly, all or any rights or privileges of membership, or to take any other disciplinary action directed by the Board.

Adopted at a meeting of the Board of Directors held on the 3rd day of May, 1988.

TURNBRIDGE LIMITED PARTNERSHIP, an  
Iowa Limited Partnership

BY: Sgt. A. M. G. [Signature]

A Partner