

30

EXHIBIT "A"

-3-

ARTICLE VI

BYLAWS

The initial Bylaws of the corporation shall be adopted by its initial Board of Directors, but the power to thereafter alter, amend, or repeal the same or adopt new Bylaws is reserved to the members of the corporation.

ARTICLE VII

MEMBERS AND VOTING

Persons or entities owning Condominium Units submitted to the Regime shall be the members of the corporation, all of which and the rights and obligations thereof shall be governed by the provisions of the Bylaws. The voting rights of the members shall be fixed, limited, enlarged, or denied to the extent specified in the Bylaws.

ARTICLE VIII

DISTRIBUTION OF ASSETS UPON LIQUIDATION

In the event of liquidation, assets, if any remain, shall be distributed to the members in accordance to their proportionate share of ownership in the Condominium Regime, as determined by the Declaration of Condominium and the Bylaws.

ARTICLE IX

AMENDMENT

Any purported amendment to these Articles of Incorporation in conflict with or contrary to the provisions of the Declaration of Condominium, including supplements and amendments thereto which submit lands and Units to the Regime, shall be void and of no force and effect.

3

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31

EXHIBIT "A"
-4-

ARTICLE X.

INCORPORATOR

The name and address of the incorporator is:

Douglas D. Ruppert 122 South Linn Street
Iowa City, Iowa 52240

Douglas D. Ruppert

DOUGLAS D. RUPPERT

INCORPORATOR

STATE OF IOWA

SS:

COUNTY OF JOHNSON

On this 14th day of February, 2003, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Douglas D. Ruppert, to me known to be the identical person named in and who executed the foregoing Declaration; and acknowledged that he executed the same as his voluntary act and deed.



Jill A. Baetsle

Notary Public in and for the State of Iowa

FILED
IOWA
SECRETARY OF STATE
2-14-03
9:23AM
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EXHIBIT "B"

-1-

BYLAWS

OF

OAK HILL CONDOMINIUMS OWNERS ASSOCIATION

These are the Bylaws of Oak Hill Condominiums Owners Association (hereinafter referred to as "ASSOCIATION"), a corporation organized pursuant to Chapter 504A of the 2001 Code of Iowa, as amended, for the purpose of administering Oak Hill Condominiums, a Horizontal Property Regime (Condominium) established pursuant to Chapter 499B of the 2001 Code of Iowa, as amended, located on certain portions of the following land in the City of Iowa City, Johnson County, Iowa;

Lots 82 and 83, Scott Boulevard East – Part Four, Iowa City,
Iowa, according to the plat thereof recorded in Book 41,
Page 155, 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 as 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 purpose 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 or she 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 or her ownership obligations). A fiduciary or other official acting in the representative capacity shall exercise all membership rights and privileges of the Owner which he or she represents.

EXHIBIT "B"

-2-

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 Secretary 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 Secretary, 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 2001 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' MEETINGS

1. The organizational meeting of the members of the Association to elect successors of the initial Board of Directors shall be held on the earlier of three (3) years after the first Unit in the condominium regime has been conveyed to Unit Purchasers or four (4) months after seventy-five percent (75%) of the Units in the condominium regime have been conveyed to Unit Purchasers. Thereafter, 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 or her 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 forty percent (40%) of the votes of the entire membership.

3. The Secretary or his or her designate shall give written notice to each member of the annual meeting or a special meeting called pursuant to Paragraph 2 hereof. Whoever requests the special meeting 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

EXHIBIT "B"

-3-

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 or her Unit within the Regime, unless at the time of giving such notice such member has given written direction delivered to the Secretary 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 in accordance with this Paragraph to the person named in the certificate filed with the Secretary in accordance with Paragraph 3 of ARTICLE I. Notice of any meeting may be waived in writing by the person entitled thereto. Notice required to be served upon mortgagees of record of condominium units shall be deemed served if sent by certified mail, return receipt requested, upon the mortgagee at his/her/their last known address or if the mortgagee is a legal entity (i.e. partnership, corporation, limited liability company, banking corporation etc.) by so mailing said notice to any present or acting or last known officer thereof or any general or managing agent or any agent or person authorized by appointment or by law to receive service of original notice or on the general partner of a partnership.

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 or her 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 a membership meeting, a person holding a member's proxy to vote 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 in 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 to the member.

7. At all meetings, the order of business shall consist of the following:
- (a) Election of Chairman, if required.
 - (b) Calling of 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.
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EXHIBIT "B"~~-4-~~

- (f) Reports of committees, if applicable.
- (g) Election of Directors, if applicable.
- (h) Unfinished business.
- (i) New Business.
- (j) Adjournment.

III. BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by an initial Board of one (1) Director. 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. An officer or designated agent of a partnership or corporate member shall qualify to serve as a Director. The initial Board shall serve until the first organizational members' meeting. From and after the first organizational meeting of members, the Board members shall be selected from the members of the Association, except as provided in paragraph 2 below. An officer or designated agent of a partnership or corporate member shall qualify to serve as a Director.

2. At the first organizational 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 their successors are duly elected and qualified or until removal in the manner as elsewhere provided. However, at the first organizational members meeting and for so long as Declarant owns thirty percent (30%) of the Units at the time such Directors are to be elected, Declarant shall have the right to elect or appoint a majority of the members of the Board, who need not be Unit Owners, and thereafter shall be entitled to elect or appoint at least one (1) member of the Board until all Units have been sold by Declarant. 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 III, vacancies on the Board of Directors may be filled until the date of the next annual meeting by a vote of the remaining Directors regardless of whether those remaining constitute a quorum.

EXHIBIT "B"

5. The initial Directors shall be subject to removal only by the Declarant. Thereafter, a Director may be removed by concurrence of two thirds (66 2/3%) 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 any annual or special 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 may be approved by the persons entitled to vote at any annual or special meeting.

7. An organizational 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.

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 meetings of the Directors may be called by the President, Vice President, or any two (2) Directors, provided not less than two (2) 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 or her 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.

EXHIBIT "B"

-6-

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 re-building 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 of 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.
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EXHIBIT "B"

-7-

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 the 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 peremptorily removed and replaced by the vote of two-thirds (2/3rds) 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 organizational meeting of the members.

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 or she 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.

EXHIBIT "B"

-8-

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:

(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.

EXHIBIT "B"

-9-

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

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, 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 after thirty (30) days from the date 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 unanimous vote 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.

No Unit shall be assessed until construction of the Unit has been completed and an occupancy permit for the Unit issued by the City of Iowa City, Iowa.

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 (1/2) 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.

EXHIBIT "B"

-10-

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 non-performance 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:

(a) Tax liens on the Unit in favor of any assessing Unit and special district; and

(b) 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 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, she 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 nor 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

EXHIBIT "B"

-11-

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 monies of the Association shall be deposited. Withdrawal of monies 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 may be made annually by a Certified Public Accountant and if such audit is made 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 a sixty-seven percent (67%) or larger affirmative vote of all members of the Association.

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 of 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 Code of Iowa, as amended, no modification nor amendment to these Bylaws shall be effective unless set forth in an

EXHIBIT "B"-12-

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 or 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 interest 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.

EXHIBIT "B"

-13

6. Each member shall have the obligations as such member as are imposed on him or her 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 as the same may attach only against his or her 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. Each Owner or lessee of his or her 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.

9. The Association, through its Board of Directors and officers, shall make available to all members during ordinary business hours, copies of the Condominium Declaration and all exhibits thereto, including the Articles of Incorporation, Bylaws, Minutes of Special or Annual Meetings of the Association and copies of periodic financial statements of the Association.

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 the purposes of these Bylaws shall mean any person who owns or holds for himself or herself 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.

EXHIBIT "B"

-14-

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.


Secretary



EXHIBIT "C"

-1-

RULES AND REGULATIONS

FOR OAK HILL CONDOMINIUMS OWNERS ASSOCIATION

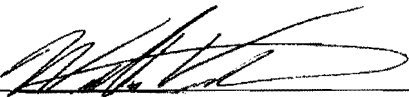
1. Automobiles may be parked only in the areas provided for that purpose, and shall not be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the buildings by another vehicle. Furthermore, no boats, snowmobiles, trailers, recreational vehicles, motor homes, or semitrailer trucks shall be parked or stored anywhere in the parking areas or on the premises of the Condominium Regime known as Oak Hill Condominiums.
 2. No Unit Owner shall be permitted to erect a radio or TV antenna or any other fixture, item, wiring or appurtenance to the exterior or roof of any building. A Unit Owner may attach a TV satellite dish no larger than 18" in diameter to the Unit but the location on the Unit where the dish is to be attached must be approved in writing by the Board of Directors of the Association prior to installation.
 3. Exterior name plates and mailboxes will be installed in a manner uniform and consistent with that of the other Units and approved by the Association.
 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 the 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, CD player 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 buildings.
 6. Each Unit Owner shall keep his or her 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, any dirt or other substance. Each Unit Owner will keep the areas immediately in front of and in back of his or her Unit free and clear of all trash, papers and debris.
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EXHIBIT "C"

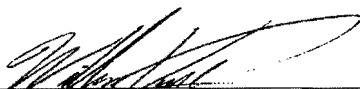
7. Unit Owners shall not cause or permit any unusual or objectionable noises or odors to be produced upon or to emanate from their respective Units.
8. No animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that a dog, cat or other household pet approved in writing by the Board of Directors of the Association, may be kept in a Unit, provided that it is not kept, bred or maintained for any commercial purpose; and provided further that any such pet which in the opinion of the Board of Directors of the Association is causing or creating a nuisance shall be permanently removed from the property upon three (3) days written notice from the Board of Directors of the Association. No Unit shall house more than one (1) pet, except as approved by the Board of Directors. Any person within the project keeping a pet shall immediately clean and remove any messes created or caused by said pet. Further, no unleashed pets whatsoever shall be allowed upon the Limited or General Common Elements.
9. 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.
10. These Rules and Regulations may be amended, modified or altered only as provided in the Bylaws of Oak Hill Condominiums Owners Association.

These Rules and Regulations have been approved by the Board of Directors of Oak Hill Condominiums Owners Association on the 2nd day of May, 2003

OAK HILL CONDOMINIUMS OWNERS ASSOCIATION

By: 

President

By: 

Secretary



EXHIBIT "D"
SPECIFICATIONS
FOR
OAK HILL CONDOMINIUMS

Units 931, 933, 935, 937, 951, 953, 955, 957

FOOTINGS, FOUNDATIONS & FLATWORK:

4' and 8' concrete walls placed on 8"x16" spread footings and 16"x42" trench footings with curb as per plan specifications. Service walks are 4". Vapor barrier is applied underneath the basement floor.

FRAMING LUMBER:

SPF #2 & better for 2x4's and 2x6's. Header materials are Doug Fir and Microlambs. Exterior walls are 2x4 construction. Garage walls 2x6 construction. The floor system is 14" Spacejoist TE 16" on center with 3/4" tongue and groove OSB underlayment. Exterior walls sheathed with 1/16" OSB and wrapped with Tyvek. Roof framing consists of engineered trusses 24" on center with an energy heel to improve the roof systems R-Value, with 15/32" OSB sheathing. 15# felt and Certainteed Landmark 30yr "laminated shake style", Weatherwood. The peak will be capped with "Shingle Vent II" for maximum attic ventilation.

EXTERIOR WINDOWS:

Hayfield 201 white premium PVC with Low E glass.

EXTERIOR DOORS:

- Front Entry 3'-0" Thermatru Smooth Star Fiberglass w/direct set low-E side light.

- Garage Entry 2'-8" Thermatru steel.

GARAGE DOOR:

Overhead Door Company 16x7 3113 two inch insulated raised panel steel door, Legacy 1/2 hp heavy duty code dodger opener with two transmitters.

BRICK:

Acme; burgundy

VINYL SIDING:

Certainteed "Mainstreet" double four, .042 thick, "Sandstone Beige".

INSULATION:

Exterior walls to be 3-1/2"x15" rigid fit fiberglass (R15). Garage walls to be 3-1/2"x15" rigid fit fiberglass (R19). Ceiling insulation to be blown cellulose/batts to an R-38 rating with baffles installed in every truss.

DRYWALL:

5/8" on ceiling, 1/2" on walls applied with glue, screws and nails, with orange peel finish on both walls and ceilings. Garage finished one tape coat and paint.

INTERIOR DOORS & TRIM/PAINT:

Colonial oak casing and base with wheat satin finish applied. Masonite six panel smooth Colonist door prefinished white, with oak veneer jambs. Ceilings and walls primed and painted.

CABINETS & VANITIES:

Legacy Plantation light oak, recessed panel doors. Imperial marble white on white vanity tops.

FIREPLACES:

Heatilator Novus 30.

HEATING & AIR CONDITIONING:

Forced air, Carrier Weathermaker 9200 ultra efficient 50,000 Btu, 12 seer air.

PLUMBING:

- Master Bath 6036 Aqua Glass tub/shower unit with 1748 Delta faucet, 55" Imperial Marble white on white center bowl with side splash and 520 MPU Delta faucet, Gerber white toilet, Harney "Manatee" 30" Pewter towel bar and ring.
- 48" Aqua Glass shower unit with 1748 Delta faucet, 37" Imperial Marble white on white center bowl with side splash and 520 MPU Delta faucet, Gerber white toilet, Harney "Manatee" 30" Pewter towel bar and ring.
- 1/2 Bath 31" Imperial Marble white on white center bowl with side splash and Delta 520 MPU faucet, Gerber white toilet, Harney "Manatee" Pewter towel ring.
- Dayton 3321 Stainless Steel kitchen sink with Delta 440 faucet and spray, Insinkerator Badger V disposal, icemaker line.
- A.O. Smith 40 gallon energy efficient natural gas water heater.

ELECTRICAL:

100-amp Breaker service panel. Wired per National Electric Code, Smoke detectors to N.F.P.A., four telephones, four cable TV's, 2 recessed lights on porch, double switches for fan light combinations, Switched outlets in living room, and two sconces.

GUTTERS & DOWNSPOUTS:

Continuous aluminum, hand fitted corners.

LANDSCAPING:

Professional landscaping of entire property.

APPLIANCES:

All appliances are GE brand (washer, dryer, dishwasher, refrigerator, microwave and stove)

CARPET:

Alladin brand; Barrier Reef color

VINYL:

Mannington brand; Aurora style (kitchen, bathrooms, entryways)

EXHIBIT "F"
to the
Declaration of Submission of Property to Horizontal Property Regime
for
Oak Hill Condominiums

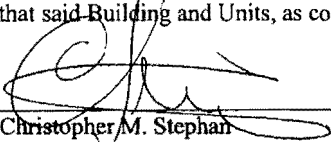
STATE OF IOWA)
) ss:
JOHNSON COUNTY)

I, Christopher M. Stephan, being first duly sworn on oath do depose and state that I am a licensed Professional Engineer duly authorized to practice my profession in the State of Iowa.

That I have examined the building plans attached hereto as Exhibit "E" to the Declaration of Submission of Property to Horizontal Property Regime for Oak Hill Condominiums and hereby certify that said Building Plans diagrammatically represent, insofar as is reasonably possible by use of nondestructive measurement techniques, Building "A", Units 951, 953, 955 and 957 (951, 953, 955 and 957 Scott Park Drive, respectively), all in Oak Hill Condominiums, and the common elements that the Declarant thereof has constructed on the real estate described in the Declaration, except for the following:

NONE

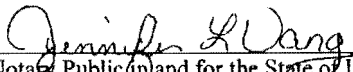
That I am affiliated with MMS Consultants, Inc., and MMS Consultants, Inc. prepared the attached Site Plan – Exhibit "E" locating Building "A", Units 951, 953, 955 and 957 (951, 953, 955 and 957 Scott Park Drive, respectively), all in Oak Hill Condominiums. That as a licensed Professional Engineer, I hereby certify that said Site Plan is sufficient to determine with reasonable certainty the location of Building "A", Units 951, 953, 955 and 957 (951, 953, 955 and 957 Scott Park Drive), and hereby certify that said Building and Units, as constructed, is located as indicated on said Site Plan.



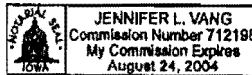
Christopher M. Stephan
Iowa License Number 7059

My biennial license renewal date is December 31, 2004.

Subscribed and sworn to before me this 29th day of April, 2003.



Notary Public(in)and for the State of Iowa.



6884



Doc ID: 013542960013 Type: GEN
Recorded: 06/02/2003 at 09:19:29 AM
Fee Amt: \$66.00 Page 1 of 13
Johnson County Iowa
Kimberly A. Painter County Recorder

BK 3552 PG 69-81

Town homes

Prepared by: Douglas D. Ruppert, 122 South Linn Street, Iowa City, IA 52240, (319) 338-9222

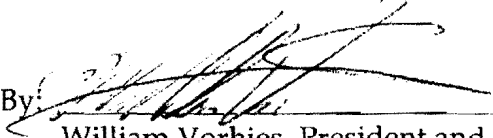
AMENDMENT
TO
OAK HILL CONDOMINIUMS DECLARATION

COMES NOW, Vorhies Development, Inc., an Iowa corporation, who, pursuant to Article XIV, Paragraph 3, of the Condominium Declaration filed for Oak Hill Condominium filed in Book 3536, page 920, Miscellaneous Records of Johnson County, Iowa, hereby amends said Declaration as follows:

1. Exhibits "E" and "F" are amended to show the attached Building Plan, Site Plan and Engineer's Certificate for Building B, Units 931, 933, 935 and 937 (931, 933, 935 and 937 Scott Park Drive).
2. Except as amended and revised herein, all of the terms and provisions and exhibits of the Condominium Declaration for Oak Hill Condominiums remain unchanged.

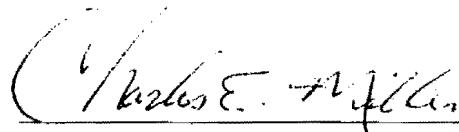
DATED at Iowa City, Iowa, this 28th day of May, 2003.

VORHIES DEVELOPMENT, INC.

By: 
William Vorhies, President and
Secretary

STATE OF IOWA
SS:
JOHNSON COUNTY

On this 28th day of May, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William Vorhies, to me personally known, who being by me duly sworn, did say that he is the President and Secretary of the corporation executing the within and foregoing instrument; that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that the said William Vorhies, as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



Notary Public in and for the State of Iowa

5/28/03

NOTARIAL SEAL

EXHIBIT "F"
to the
Declaration of Submission of Property to Horizontal Property Regime
for
Oak Hill Condominiums

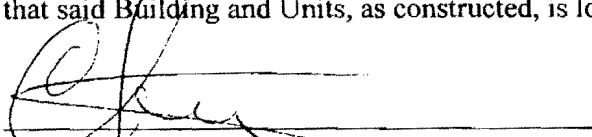
STATE OF IOWA)
) ss:
JOHNSON COUNTY)

I, Christopher M. Stephan, being first duly sworn on oath do depose and state that I am a licensed Professional Engineer duly authorized to practice my profession in the State of Iowa.

That I have examined the building plans attached hereto as Exhibit "E" to the Declaration of Submission of Property to Horizontal Property Regime for Oak Hill Condominiums and hereby certify that said Building Plans diagrammatically represent, insofar as is reasonably possible by use of nondestructive measurement techniques, Building "B", Units 931, 933, 935 and 937 (931, 933, 935 and 937 Scott Park Drive, respectively), all in Oak Hill Condominiums, and the common elements that the Declarant thereof has constructed on the real estate described in the Declaration, except for the following:

NONE

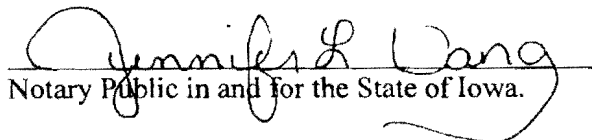
That I am affiliated with MMS Consultants, Inc., and MMS Consultants, Inc. prepared the attached Site Plan – Exhibit "E" locating Building "B", Units 931, 933, 935 and 937 (931, 933, 935 and 937 Scott Park Drive, respectively), all in Oak Hill Condominiums. That as a licensed Professional Engineer, I hereby certify that said Site Plan is sufficient to determine with reasonable certainty the location of Building "B", Units 931, 933, 935 and 937 (931, 933, 935 and 937 Scott Park Drive), and hereby certify that said Building and Units, as constructed, is located as indicated on said Site Plan.

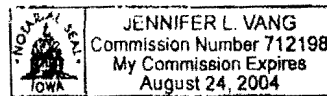


Christopher M. Stephan
Iowa License Number 7059

My biennial license renewal date is December 31, 2004.

Subscribed and sworn to before me this 22 day of May, 2003.


Notary Public in and for the State of Iowa.





SITE PLAN-EXHIBIT "E"

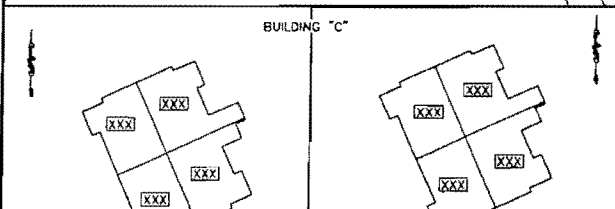
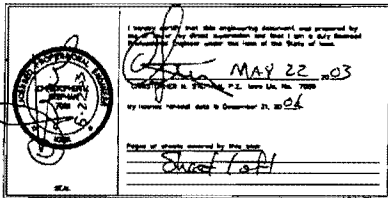
OAK HILL CONDOMINIUMS

IOWA CITY, IOWA

NOTES:

1. ALL MEASUREMENTS FROM PROPERTY LINE(S) OR STREET CENTERLINE(S) TO BUILDING CORNERS ARE PERPENDICULAR OR RADIAL TO SAID PROPERTY LINE(S) OR STREET CENTER LINE(S).
2. THIS DRAWING DEPICTS IMPROVEMENTS COMPLETED AS OF 05/12/03.
3. REFERENCE BUILDING PLANS - EXHIBIT "E" FOR BUILDING DIMENSIONS

XXX - INDICATES SCOTT PARK DRIVE STREET ADDRESS



LEGAL DESCRIPTION

LOT 82 AND 83 OF SCOTT BOULEVARD EAST PART FOUR IN IOWA CITY, IOWA IN ACCORDANCE WITH THE RECORDED PLAT THEREOF.

$\theta = 32^{\circ}25'49"$
 $R = 22.59$
 $L = 203.89'$
 $Tan = 109.72$
 $C = 196.83$
 $CB = N27^{\circ}08'31"W$

1	ADDED BLDG "B"								
Revision No. & Date									
MMS CONSULTANTS, INC. Iowa City, Iowa (319) 351-8287					Designed by CMS		Drawn by odw		Checked by CMS
Sheet Title: SITE PLAN-EXHIBIT "E" Project Title: OAK HILL CONDOMINIUMS IOWA CITY, IOWA									
Date: 04/09/03									
Field Book No.:									
Scale: 1" = 50'									
Sheet 1									



Vorlies Development, Inc. (319) 621-0457
Scott Park Drive 4-unit

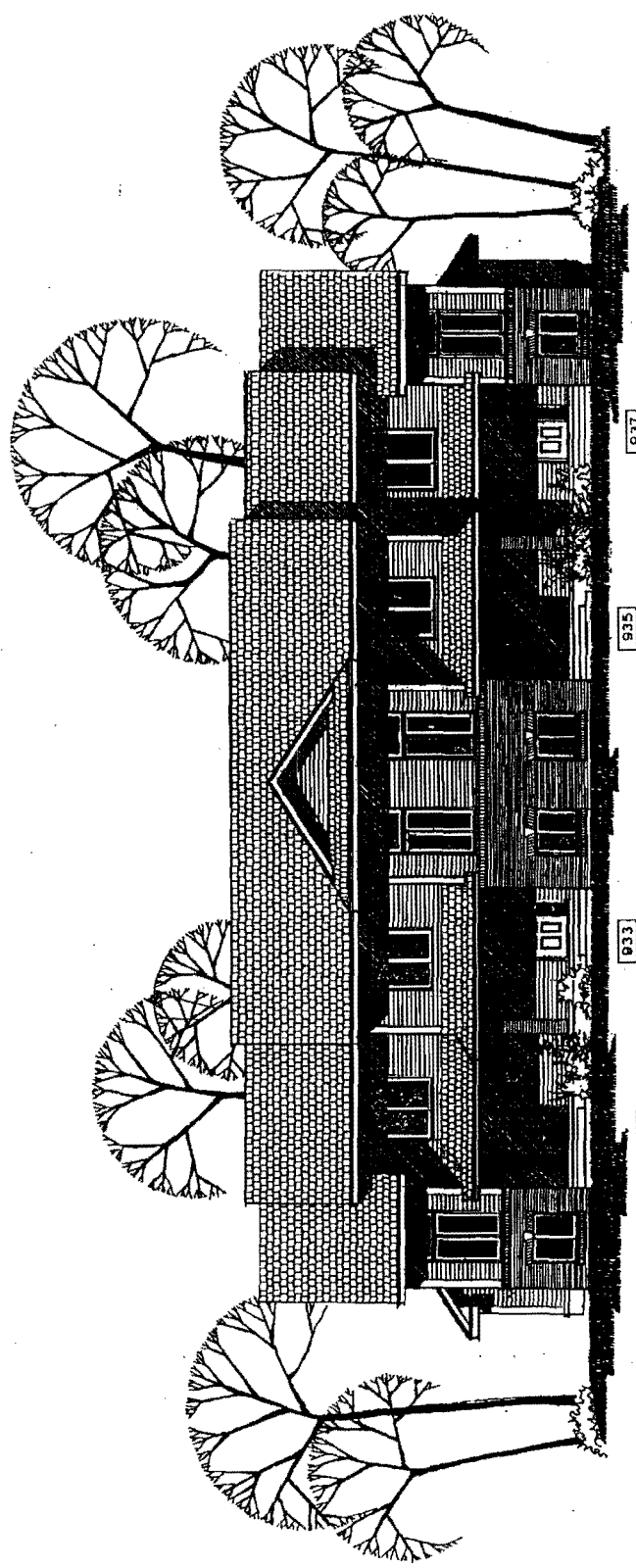


Exhibit 'e'
Building 'B'
Oak Hill Condominiums
Iowa City, Iowa

937

935

933

931

front elevation

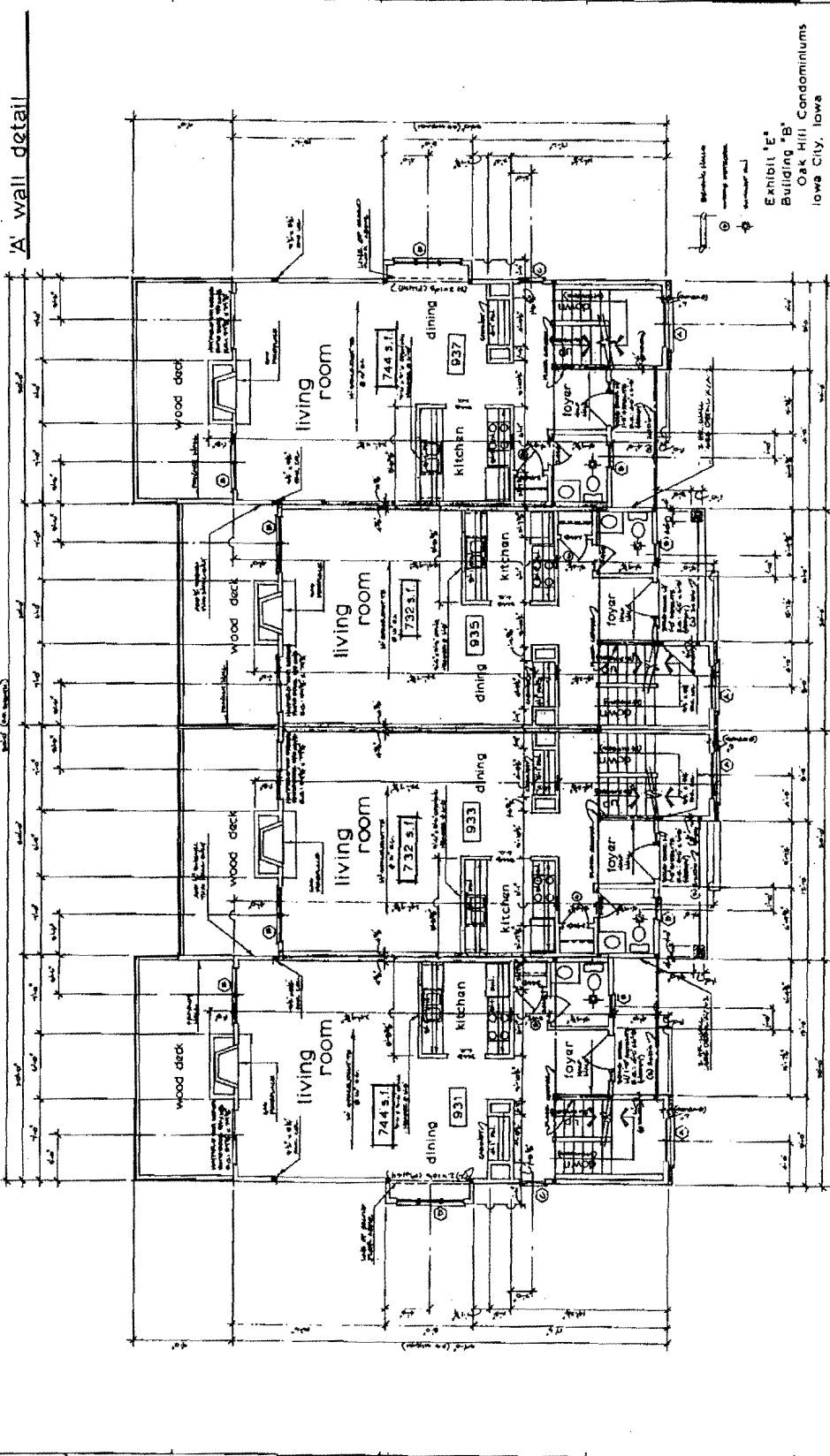
Indicates Scott Park Drive
street address

This drawing is not to be used for construction without the approval of the architect. It is the responsibility of the contractor to verify all dimensions and conditions on the field of work.



GENERAL WALL/DOOR/CEILING FINISHES

WALLS: 1/2" GYP BOARD OVER STUDS
 CEILING: 5/8" GYP BOARD OVER JOISTS
 FLOORS: 3/4" GYP BOARD OVER JOISTS
 EXTERIOR: 1/2" GYP BOARD OVER STUDS
 INTERIOR: 1/2" GYP BOARD OVER STUDS



A' wall detail

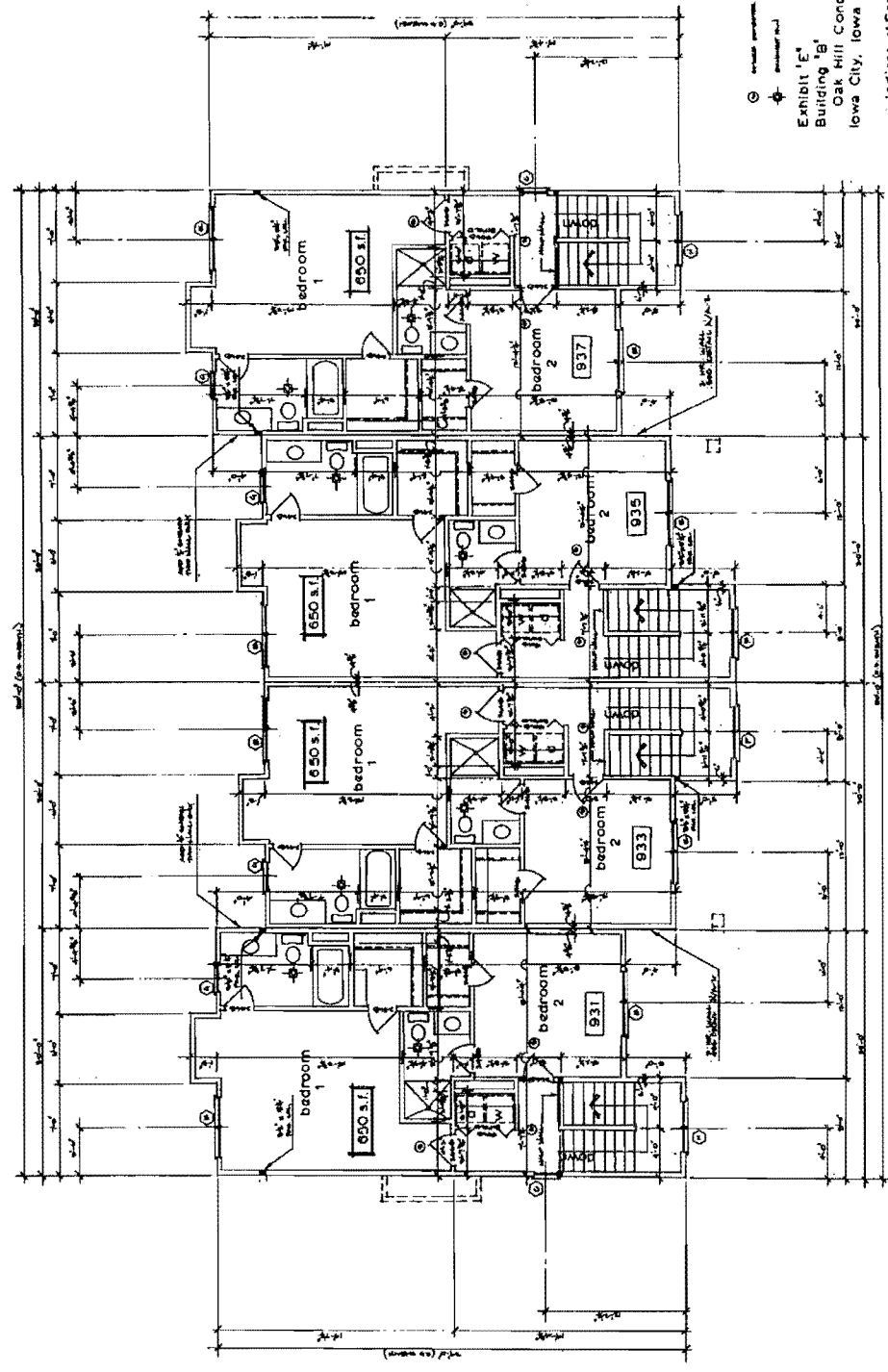
EXHIBIT "E"
 Building "B"
 Oak Hill Condominiums
 Iowa City, Iowa

Vorhies Development, Inc. (319) 621-0457
 Scott Park Drive 4-unit

Indicates Scott Park Drive street address

first floor plan

1/4" = 1'-0"



second floor plan

1/4" = 1'-0"

DATE: 11/11/09

PROJECT: Scott Park Drive 4-unit

Sheet: A-3

A wall detail

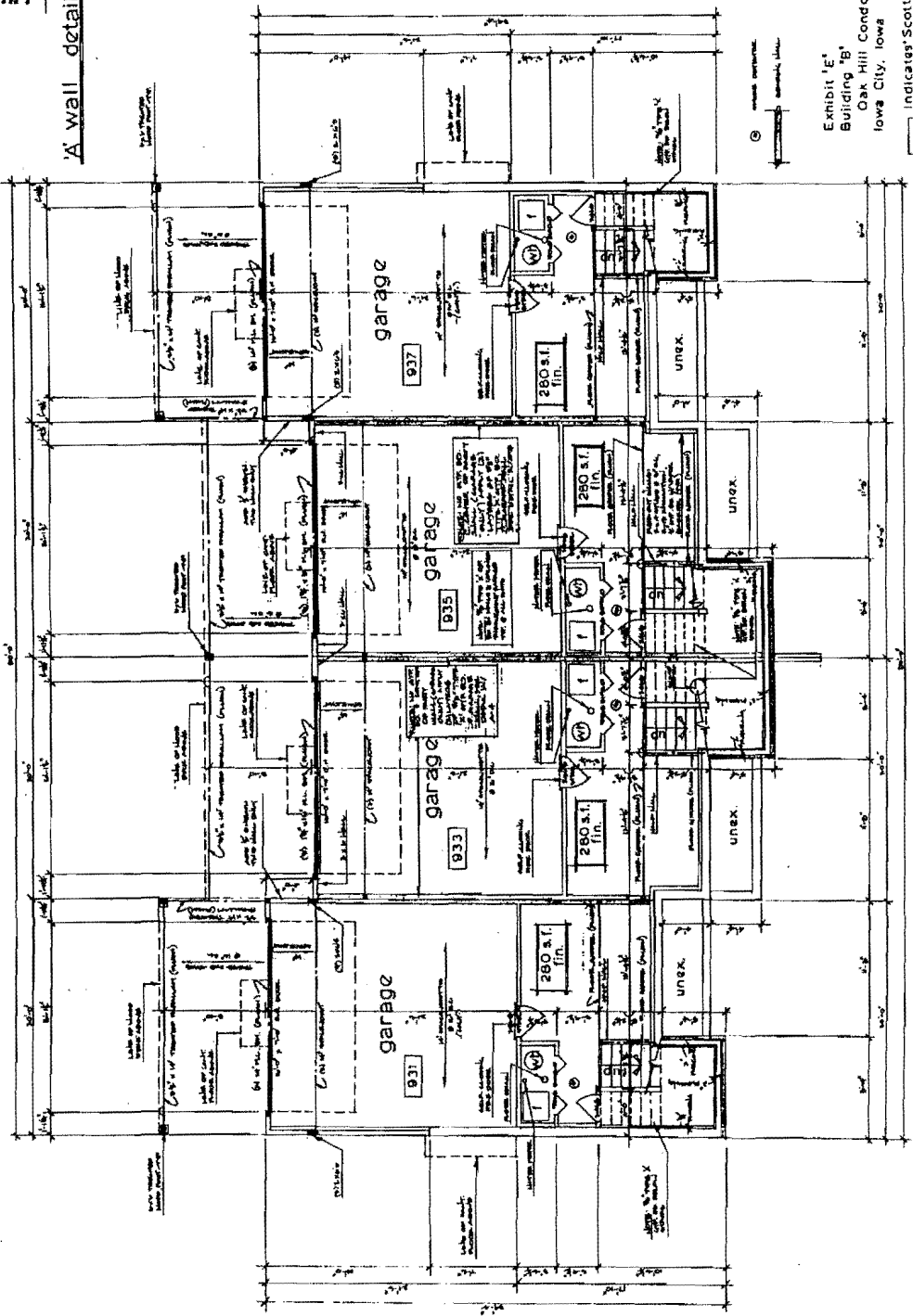
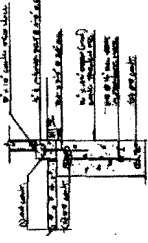


Exhibit 'E'
 Building 'B'
 Oak Hill Condominiums
 Iowa City, Iowa
 Indicates Scott Park Drive
 street address

lower level plan

GENERAL NOTES

1. REFER TO SHEET A-1 FOR UNIT LAYOUTS.
2. REFER TO SHEET A-2 FOR COMMON AREA LAYOUTS.
3. REFER TO SHEET A-3 FOR EXTERIOR WALL DETAIL.
4. REFER TO SHEET A-4 FOR GARAGE LAYOUTS.
5. REFER TO SHEET A-5 FOR STAIR LAYOUTS.
6. REFER TO SHEET A-6 FOR ELEVATIONS.
7. REFER TO SHEET A-7 FOR SECTION CUTS.
8. REFER TO SHEET A-8 FOR FINISHES.
9. REFER TO SHEET A-9 FOR MECHANICAL LAYOUTS.
10. REFER TO SHEET A-10 FOR ELECTRICAL LAYOUTS.
11. REFER TO SHEET A-11 FOR PLUMBING LAYOUTS.
12. REFER TO SHEET A-12 FOR FIRE ALARM LAYOUTS.
13. REFER TO SHEET A-13 FOR SECURITY LAYOUTS.
14. REFER TO SHEET A-14 FOR SPECIALTY LAYOUTS.
15. REFER TO SHEET A-15 FOR NOTES.



1 detail

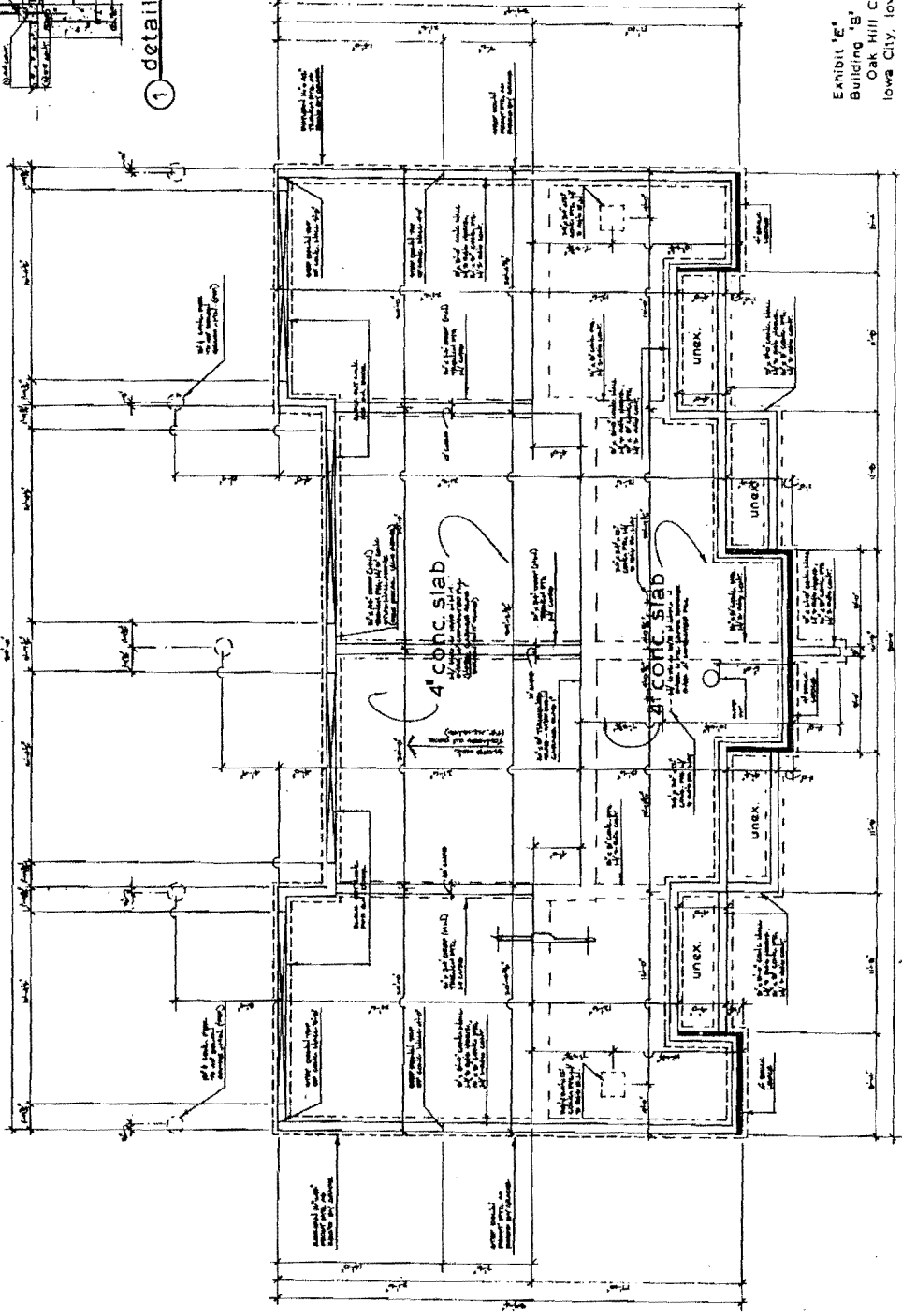


Exhibit "E"
 Building "B"
 Oak Hill Condominiums
 Iowa City, Iowa

foundation plan

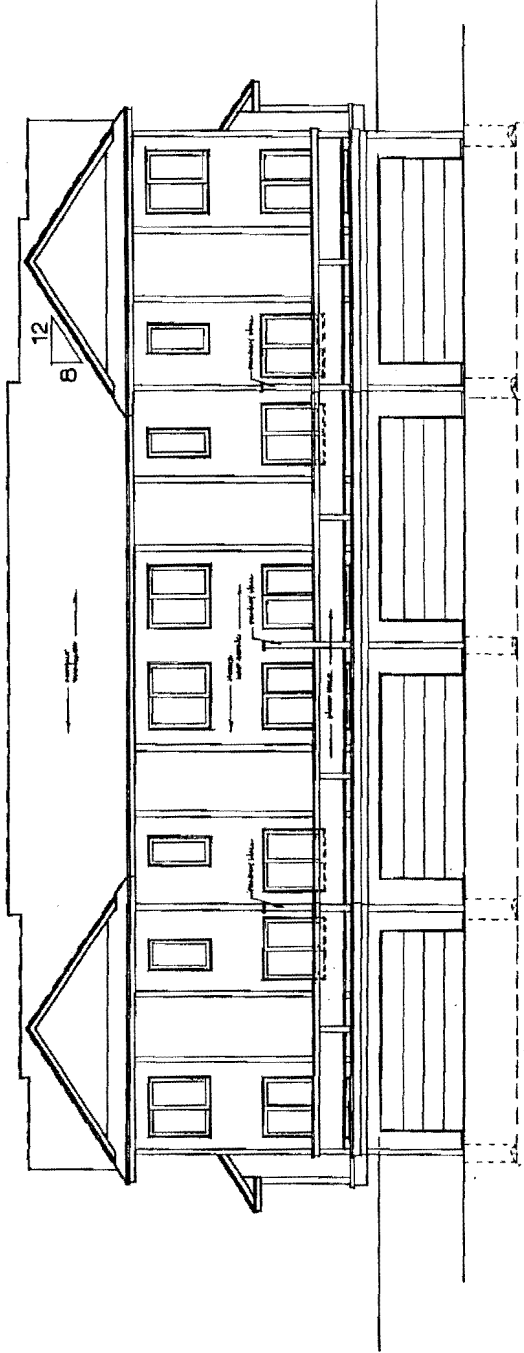


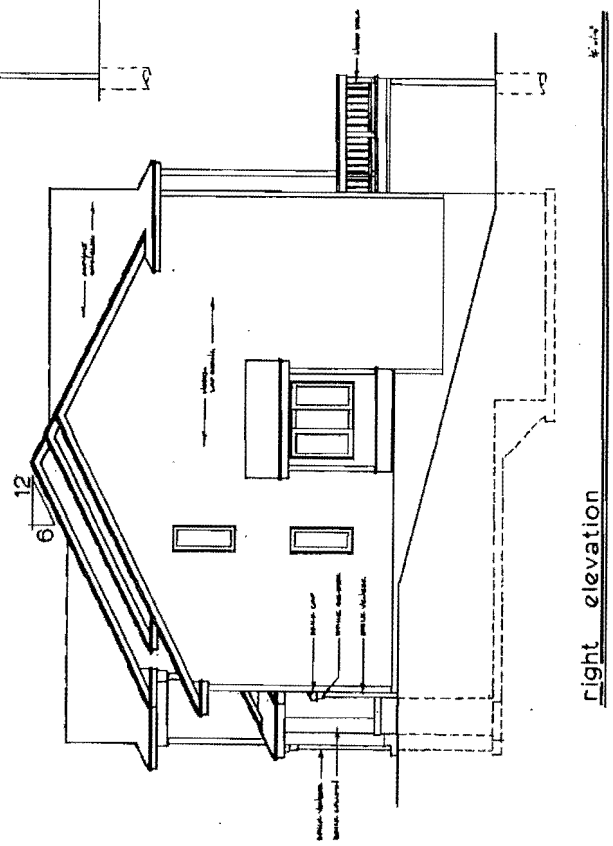
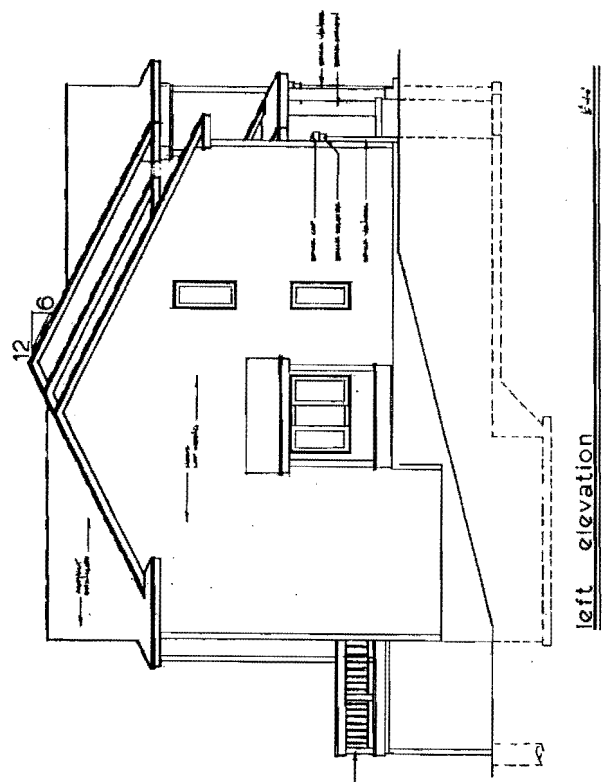
Exhibit "E"
 Building "B"
 Oak Hill Condominiums
 Iowa City, Iowa

rear elevation 1/4" = 1'-0"

DATE: 10/15/03



Exhibit "E"
Building "B"
Oak Hill Condominiums
Iowa City, Iowa



- 1. Use 1/2" steel reinforcement bars.
- 2. Use 1/2" steel reinforcement bars.
- 3. Use 1/2" steel reinforcement bars.
- 4. Use 1/2" steel reinforcement bars.
- 5. Use 1/2" steel reinforcement bars.
- 6. Use 1/2" steel reinforcement bars.
- 7. Use 1/2" steel reinforcement bars.
- 8. Use 1/2" steel reinforcement bars.
- 9. Use 1/2" steel reinforcement bars.
- 10. Use 1/2" steel reinforcement bars.
- 11. Use 1/2" steel reinforcement bars.
- 12. Use 1/2" steel reinforcement bars.

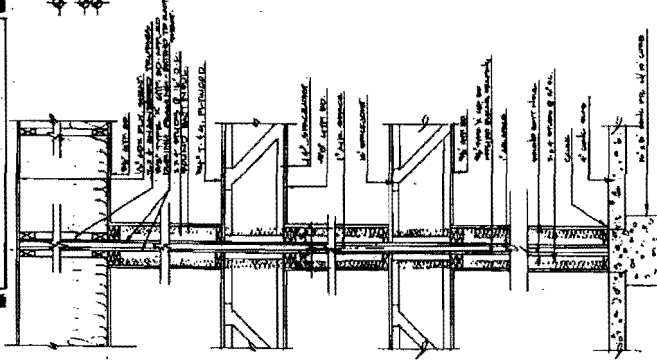


typical wall section

1/2" x 1/2"

NOTES

- Framing notes:**
1. Use 2x4 framing for all walls and ceilings.
 2. Use 2x6 framing for all exterior walls.
 3. Use 2x8 framing for all exterior walls.
 4. Use 2x10 framing for all exterior walls.
 5. Use 2x12 framing for all exterior walls.
 6. Use 2x14 framing for all exterior walls.
 7. Use 2x16 framing for all exterior walls.
 8. Use 2x18 framing for all exterior walls.
 9. Use 2x20 framing for all exterior walls.
 10. Use 2x22 framing for all exterior walls.
 11. Use 2x24 framing for all exterior walls.
 12. Use 2x26 framing for all exterior walls.
- Foundation notes:**
1. Use 12" concrete foundation walls.
 2. Use 12" concrete foundation walls.
 3. Use 12" concrete foundation walls.
 4. Use 12" concrete foundation walls.
 5. Use 12" concrete foundation walls.
 6. Use 12" concrete foundation walls.
 7. Use 12" concrete foundation walls.
 8. Use 12" concrete foundation walls.
 9. Use 12" concrete foundation walls.
 10. Use 12" concrete foundation walls.
 11. Use 12" concrete foundation walls.
 12. Use 12" concrete foundation walls.

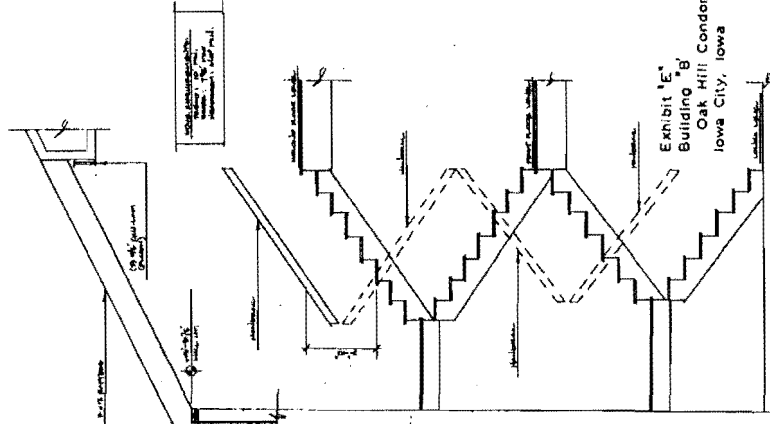


party wall detail

1/2" x 1/2"

Window schedule

mark	mfg. no.	type	rough opening	remarks
1		double	48" x 72"	(Permanent opening)
2		double	48" x 72"	(Permanent opening)
3		double	48" x 72"	(Permanent opening)
4		double	48" x 72"	(Permanent opening)
5		double	48" x 72"	(Permanent opening)
6		double	48" x 72"	(Permanent opening)
7		double	48" x 72"	(Permanent opening)
8		double	48" x 72"	(Permanent opening)
9		double	48" x 72"	(Permanent opening)
10		double	48" x 72"	(Permanent opening)
11		double	48" x 72"	(Permanent opening)
12		double	48" x 72"	(Permanent opening)



stair section

1/2" x 1/2"

Exhibit 'E'
Building 'B'
Oak Hill Condominiums
Iowa City, Iowa

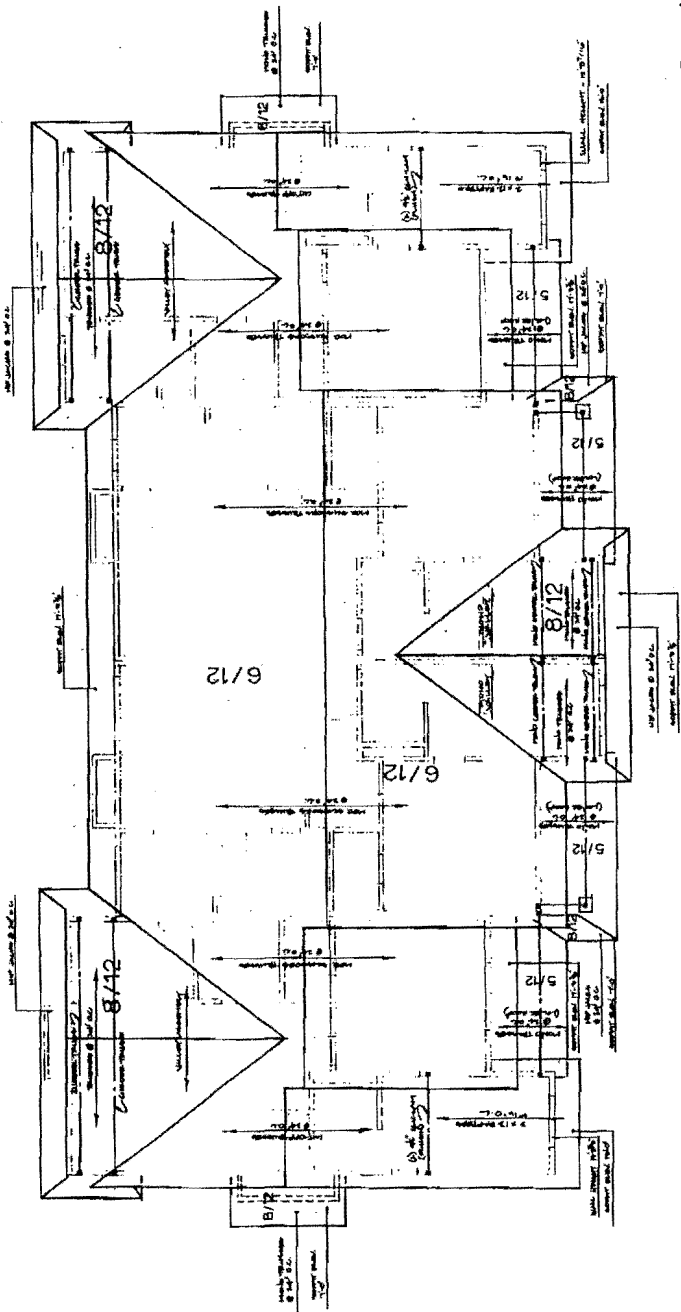


Exhibit 'E'
 Building 'B'
 Oak Hill Condominiums
 Iowa City, Iowa

roof plan