

EXHIBIT "E"

BYLAWS
OF

PALMER HILLS PLACE CONDOMINIUMS OWNERS' ASSOCIATION

Revisions Approved by the Owners, June 13, 2023

These are the Bylaws of PALMER HILLS PLACE CONDOMINIUMS OWNERS' ASSOCIATION (hereinafter referred to as "Association") a corporation organized pursuant to Chapter 504A of the Code of Iowa, for the purpose of administering Palmer Hills Place Condominiums, a horizontal property regime (condominium) established pursuant to Chapter 499B of the Code of Iowa, located on the following-described real estate in Scott County, Iowa, to wit: Lot 1 of Versman Palmer Hills 2nd Addition, an Addition to the City of Bettendorf, 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/s an owner/s. Whenever only one spouse is a record titleholder, the other spouse shall be considered an Owner for purposes of membership, and shall be bound by the provisions of all Condominium documents, including that provision in relation to the homestead exemption in Article VII, Paragraph 3 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 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.

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 of fiduciaries or other officials and filed with the Board of Directors and such person shall be deemed to hold an ownership interest to each Unit for purposes of voting and determining the representation of such ownership interest at any meeting or for purposes otherwise provided herein. If such certificate is not executed and filed with the Board of Directors, such membership shall not be in good standing and the vote of 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 Owners 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 Code of Iowa, 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 annual and any special meetings shall be held at a time and at a place within Scott 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 one-fourth of the votes of the entire membership.

3. The Secretary or his or her designate shall give written notice to each member of the owners' meetings.

4. The person or persons calling a special meeting pursuant to Paragraph 2 hereof shall be given notice of such special meeting. Delivery methods are hand delivery to buildings, by e-mail or by mail. Notice shall set forth the time and place and purpose or purposes for which the meeting will be held. No action shall be taken at a special meeting which is not directly related to the purpose or purposes stated in the notice of such meeting.

4. Notice of members' meetings shall be given by mailing, delivery to buildings or e-mail--delivering same not less than fifteen (15) days, nor more than thirty (30) days prior to the date of the meeting. Notice and the agenda shall be deemed to be given if mailed by First Class Mail to the member at the address of his Unit within the Regime, unless at the time of giving such notice such member has given written direction, delivered to an officer or member of the Board of Directors, specifying a different mailing address to be carried on the rolls of the Association. If more than one person is the owner of the same Unit or if more than one fiduciary or one official is acting in the premises, notice shall be deemed to have been given, when given in accordance with this Paragraph to the person named in the Certificate filed with the Board of Directors in accordance with Paragraph 3 of Article I herein. Notice of any meeting may be waived in writing by the person entitled thereto.

5. A majority present (51%) at a members' meeting shall consist of the presence of members in person or by proxy. The acts carried or approved by a vote of a majority of the Unit owners present at a meeting at which a majority of those owners present at the meeting 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 any membership meeting, a person holding a member's proxy to vote shall be permitted to participate in such meeting and shall be permitted to cast such member's vote on all questions properly coming before such meeting, provided such proxy must be in writing and signed by a member or other person entitled to cast votes, and shall set forth the Unit with respect to which such rights are pertinent and the period which the proxy is to be in force and effect. A member's proxy or absentee ballot must be submitted, postmarked and signed seven (7) days prior to the meeting by mailing to the Association, P.O. Box 496, Bettendorf, IA 52722. The decision of the Board of Directors as to the sufficiency of any proxies or absentee ballots for recognition shall be final and not subject to appeal to the members.

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

- A. President calls meeting to order
- B. Calling roll and certification of proxies and absentee ballots
- C. Secretary provides proof of notice of meeting and approval of minutes.
- D. President acknowledges receipt of minutes distributed to owners via e-mail, hand delivery to buildings or mail.
- E. Treasurer's Report
- F. Property Manager's Report, if applicable
- G. Reports of committees, if applicable
- H. Election of Directors
- I. Unfinished Business
- J. New Business
- K. Adjournment

III. BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors using Robert's Rules of Order as a guide. The Board members shall be elected from the members of the Association, as provided in Paragraph 2 below.

2. A minimum of six (6) and a maximum of ten (10) directors shall be elected by the members of the Association at the Annual Owners' Meeting. In the event of a vacancy, the Board may appoint a member of the association to serve on the board. Three or four members will be eligible for election every year for three (3) year terms. The term of office of each director shall extend until the next election for their term of office by the members and thereafter until his or her successor is duly elected and qualified or he or she is removed according to paragraph 5.

3. Each director shall be elected by a majority of votes cast by the members of the Association at the annual meeting of the members. 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 ballot, absentee ballot or proxy.

4. Except as provided in Paragraph 5 of these Bylaws, vacancies on the Board of Directors may be filled until the date of the next annual meeting by a vote of a majority of the Directors remaining in office.

5. A Director may be removed by concurrence of a majority (51%) of the members of the Association at a special meeting called for that purpose or by a majority of the Board of Directors. The vacancy on the Board of Directors may be filled by the persons entitled to vote at the same meeting.

6. Directors elected by the members shall receive such compensation or reimbursements of expenses as approved by the Board of Directors.

7. An organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election to elect officers 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 set the time and place for regular meetings of the Board. Special meetings of the Directors may be called by the President, Vice President or any two Directors provided not less than two days' notice shall be given in person by mail, phone, or by e-mail. Such notice shall state the time, place and purpose of the meeting.

9. A majority at the Directors' meeting shall consist of 51% of the entire Board of Directors. The acts approved by a majority of those present at a meeting duly called at which a majority 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, may designate from among its members such committees as it deems advisable.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statues, 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 elements, limited common elements 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 therefore. Three (3) bids must be obtained when required by the Board.

4. The reconstruction, repair, restoration, or rebuilding of the Regime property and of any Units as applicable after casualty; construction of new improvements or alterations if approved; to make and amend regulations respecting the use and occupancy of the property in the Condominium Regime and to permit or forbid an action or conduct within the discretion committed to them in the Declaration, Bylaws, and Rules and Regulations 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 Rules and 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. The Board of Directors may contract for management of the Regime and will delegate to such manager/s the duties of the Association as are specifically required by the Declaration, Bylaws and Rules and Regulations.

7. To contract, designate and discharge personnel to perform services required for proper operation of the Regime as approved by the Board in its Job Description.

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 Board Members other than at a membership meeting.

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

12. To do such other acts as are necessary and proper to affect 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, a Vice President, a Secretary and a Treasurer, all of whom shall be from the Board of Directors. All such officers shall be elected annually by the Board of Directors and may be peremptorily removed and replaced by the vote of a majority

(51%) of the Directors at any meeting. The Board of Directors may from time to time create and fill other offices and designate the powers and duties thereof. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the Bylaws, Declaration and Rules and Regulations or by specific grant from the Board, but subject at all times to the provisions of the documents mentioned above 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. The President or other member of the Board acting as Director of a meeting is entitled to vote only if needed in case of a tie.

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 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.

5. The Treasurer shall oversee the financial books and records of the Association.

6. The compensation of all officers (if applicable) 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.

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 expenses for the succeeding year.

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

(c) Reserve for replacement which shall include funds for repair or replacement required because of damage, destruction, depreciation or 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 (12) equal installments, each installment being due and payable the first day of each calendar month, which day falls within such fiscal year. In the event notice of such assessment is not timely given, the assessment will not change but the due date for each installment which would otherwise be due and payable less than thirty (30) days from the giving of such notice shall be due and payable on the due date of the first installment which is due not less than thirty (30) days from the date of such notice was mailed or delivered. In the event the annual assessment proves to be insufficient, the budget and assessments, therefore, may be amended at any time by the Board of Directors. Such amended budget may be adopted at a special directors meeting upon an affirmative vote of a majority of the Directors. The additional amount so budgeted shall be assessed to each Unit in the same manner as assessments for the annual budget and shall be prorated among the remaining installments due and payable in such year. All unpaid assessments will become a lien on the property and will remain on the property until paid and will become public notice to all members of the Association.

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 approval by the Board of Directors, such notice shall be given to the owners and 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 expenditures for repair or replacement of any Unit or Common Elements cannot be paid from annual assessments, but can be at least ninety percent (90%) paid from insurance proceeds therefor, such expenditures may be made upon approval of the Board of Directors without approval of the members and an amended budget and assessment may be made therefor if necessary.

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

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

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

- (a) Tax liens on the Unit in favor of any assessing unit and special district;
and
- (b) All sums unpaid on a 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, in which event the Owner shall be required to pay a reasonable rental for the Unit. In the event the Association forecloses on any lien, the Owner or Owners of such Unit by their membership in this Association, specifically waive any rights to delay or prevent foreclosure which he or they may have against the Association by reason of the Homestead Exemption. The Association may sue for judgment of monetary 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 or their successors or assigns, shall be liable for the assessments chargeable to such Unit, due prior to the acquisition of title, and such unpaid assessments shall thereafter be deemed to be common expenses collectible from all Unit owners including the mortgagee or purchaser, and their successors and assigns. The Owner of a Unit pursuant to a voluntary conveyance or by inheritance or devise shall be jointly and severally liable with the grantor or prior Owner for all unpaid assessments against the grantor or prior Owner, but without prejudice to the right of such grantee or devisee to recover from the grantor the amounts paid therefore. 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. Owners and amounts delinquent will be distributed to the owners with the monthly Board minutes.

VII. AMENDMENTS

1. These Bylaws may be amended, altered, repealed or new Bylaws adopted by the members at a regular or special meeting of the members upon the affirmative vote of a majority of all votes entitled to be cast; provided, however, no amendment effecting a substantial change in these Bylaws shall affect the rights of the holder of any mortgage recorded prior to recordation of such amendment who does not join in the execution thereof and who does not approve said amendment in writing.

2. No amendment may be adopted at either a special or regular membership meeting not included in the notice thereof, except if notice of the proposed amendment has been given, an amendment relative to the same subject may be adopted by those present, in person or by proxy and possession the requisite percentage of membership and voting interests, provided

further, no vote by proxy may be counted unless the proxy expressly provides for such contingency. Notice referred to herein shall be given in the manner prescribed in Article II Section 3 of these Bylaws and shall be given to the persons described in Article II Section 4 and the holder of any first mortgage of record which has notified the Association of its interests not more than fifty (50) days nor less than thirty (30) days before the date such meeting will be held. More than one proposed amendment may be included in the notice of a meeting.

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

VIII. MISCELLANEOUS PROVISIONS

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

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

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

4. The Board of Directors shall promulgate such Rules and Regulations as it deems to be in the best interest of all Owners within the Regime. Such Rules and Regulations, as amended, shall be binding upon all members, existing renters, guests, and agents of members. An amendment to the Rules and Regulations shall not constitute an amendment to the Declaration and shall be valid and enforceable upon adoption without recording the same as an amendment to the Declaration.

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

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

7. The Board of Directors may, in its discretion, issue written evidence of membership, but the same shall be evidence thereof only and in no manner shall be transferable or negotiable, and the share of the member in the assets of the Association cannot be assigned,

hypothecated or transferred in any manner except as appurtenant to such assignment, hypothecation or transfer of the Unit.

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

9. Each Owner or lessee of his Unit, as applicable, shall have a right to use and enjoy the Common Elements provided that such use shall be limited to the uses permitted by the Declaration of Condominium and other governing documents of the regime.

10. Owner insurance requirements--see Declaration, pg. 16--X--#4

IX. DEFINITIONS

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

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

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

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

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

- a) Expenses of administration, expenses of maintenance, operation, repair or replacement of common elements, and the portions of Units to be maintained by the Association.
- b) Expenses declared common expenses by the Declaration or these Bylaws.
- c) Any valid charge against the Regime as a whole.

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

