

AMENDED AND RESTATED

BYLAWS

OF

WILSHIRE HEIGHTS SUBDIVISION
HOMEOWNERS ASSOCIATION
(2008)

ARTICLE I
ORGANIZATION AND OFFICES

1.01 INCORPORATION. Wilshire Heights Subdivision Homeowners Association (hereafter Association) is incorporated under Chapter 504A of the Code of Iowa as a nonprofit corporation.

1.02 PRINCIPAL OFFICE. The principal office of the corporation in the State of Iowa shall be located in Pottawattamie County, Iowa. A Member of the Association shall be designated by the Board as the registered agent, to receive service of process for the Association.

ARTICLE II
MEMBERS

2.01 MEMBERS. The members of this corporation shall consist of the owners of real estate in WILSHIRE HEIGHTS SUBDIVISION and the rights, designation, and qualifications of the members shall be as set forth herein.

2.02 VOTING RIGHTS. Each Lot shall have one vote. A tract of ground consisting of parts of one or more lots in the subdivision, but put together for the purpose of containing one home, shall for the purposes of this provision be considered to be one lot. If a lot or tract is owned by more than one person, the senior owner present shall cast the vote. Any or all of such Owners may be present at any meeting of the voting Members and (those constituting a group acting unanimously) may vote or take any other action as a voting Member either in person or by proxy. If a lot or tract has been sold under a real estate contract, and the Association has been duly informed of the existence of said contract, the title owner or holder shall lose their membership and the voting rights. The contract purchaser shall have the voting rights under and pursuant to the foregoing provisions.

ARTICLE III
MEETING OF MEMBERS

3.01 QUORUM. The presence in person or by proxy at any meeting of the voting Members having a majority of the total votes shall constitute a quorum.

3.02 ACTION. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting Members upon the affirmative vote of the voting Members having a

majority of the total votes present at such meeting.

3.03 ANNUAL MEETING. The annual meeting of the Members shall be held on the third Thursday of April of each year at 7:30 p.m. at the principal office, or other time (not more than thirty (30) days before or after such date) and place, as may be designated by written notice of the Board delivered to the voting Members not less than five (5) nor more than twenty (20) days prior to the date fixed for said meeting.

3.04 SPECIAL MEETING. Special meetings of the voting Members may be called at any time for the purpose of considering matters which, by the terms of the bylaws of the Association, require the approval of all or some of the voting Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the voting Members having one-third (1/3) of the total votes, and delivered not less than five (5) nor more than twenty (20) days prior to the date fixed for said meeting. The notice shall specify the date time and place of the meeting and the matters to be considered.

3.05 NOTICES OF MEETINGS OF MEMBERS. Notices of meetings required to be given herein may be delivered either personally, electronically, or by mail to the persons entitled to vote thereat, addressed to each such person at the address of their lot in the subdivision or their e-mail address or other address given by him or her to the Board for the purpose of service of such notice, or to the Lot of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

3.06 PROXIES. At any meeting of the members a member entitled to vote may vote in person or by written proxy.

ARTICLE IV DIRECTORS

4.01 GENERAL POWERS. The business and affairs of the corporation shall be managed by its Board of Directors. The Board of Directors may levy ordinary and special assessments against all lots in the subdivision.

4.02 ELECTION AND NUMBER. The voting Members shall at, each annual meeting, by a majority of the total votes present at such meeting, elect Directors for the forthcoming year. The Board of Directors shall consist of no less than five (5) or no more than nine (9) owners, all of whom must reside in the subdivision. The Board of Directors may increase or decrease the number of directors by amendment to these bylaws. Any increase in the size of the Board of Directors shall create a vacancy which may be filled immediately by the existing directors. No decrease in the number of directors shall have the effect of shortening the term of office of any incumbent director.

4.03 QUORUM, TERM AND COMPENSATION. A quorum shall consist of majority of members of the Board of Directors then serving. Members of the Board shall serve for a term of three (3) years or until their successors are elected. The term of each Director shall begin on May 1 of the year of election. No Director shall be paid compensation for service on the

Board; but may be reimbursed for their actual expenses.

4.04 ORDER AND VACANCIES. Except as otherwise provided, the Board shall act by the affirmative vote of a majority of the directors elected to serve. Vacancies in the Board may be filled by the affirmative vote of a majority of the existing directors elected to serve.

4.05 CALL. Meetings of the Board may be called, held and conducted in accordance with such rules and regulations as the Board may adopt. A regular meeting of the Board of Directors shall be held without other notice than this bylaw, immediately after, and at the same place as, the annual meeting of the members. The Board of Directors may provide by resolution the time and place, for the holding additional regular meetings without other notice than such resolution. The resolution establishing such regular meetings shall be given to each member as provided in section 3.05 above. Meetings of the Board of Directors shall be open to all members.

4.06 SPECIAL MEETINGS AND NOTICE. Special meetings of the Board of Directors may be called by or at the request of any one director. Notice of any special meeting shall be given by the person authorized to call a special meeting at least three (3) days previous thereto in the same manner as provided in section 3.05. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed and postage prepaid. If mailed, the notice shall be deemed to be delivered when sent. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

4.07 MANNER OF ACTING. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except to the extent otherwise provided in the Articles of Incorporation or these bylaws.

4.08 INFORMAL ACTION BY DIRECTORS. Any action which may be taken at a meeting of directors, may be taken without a meeting if a consent in writing setting forth the action so taken, shall be signed by all of the directors at or prior to the next regular meeting of the directors.

4.09 REMOVAL OF DIRECTORS. Any and all directors may be removed, with or without cause, at a meeting of the members called expressly for that purpose by a vote of two-thirds (2/3) of the members entitled to vote and the vacancy on the Board of Directors caused by any such removal may be filled by the members at such meeting.

4.10 DIRECTOR'S LIABILITY. The directors shall not be liable to the Members for any mistake of judgment or for any act or failure to act made in good faith.

4.11 VOTING RIGHTS SUSPENDED. The Board of Directors may suspend the voting rights and any right to the use of any common areas or facilities of a Member during any period in which such Member or user of the Member's lot or tract, shall be in default in the payment of

any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for an infraction of the published rules and regulations of the Board of Directors or the restrictive covenants of the subdivision. Such suspension may include prohibiting the member or user for the member's lot or tract, from using the roads within the subdivision for ingress and egress to his or her lot or tract.

4.12 CONTRACTS. The Board of Directors may authorize any Director or Officer to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

ARTICLE V OFFICERS

5.01 OFFICERS AND DUTIES. The Board shall elect from among its members a President, Vice-president, Secretary and Treasurer. The President shall preside over Board meetings and meetings of the voting Members. The Vice-president shall serve in the absence of the President. The Secretary shall keep the Association records, including the minute book wherein the resolutions shall be recorded. The Treasurer shall keep the financial records.

5.02 FIDELITY BONDS. The Board of Directors may require that all officers and employees of the Association handling or responsible for the Association funds shall furnish adequate bonds. The premiums on such bonds shall be paid by the Association.

5.03 REMOVAL OF OFFICERS. Any officer may be removed from office by affirmative vote of a majority of the Board of Directors. The Board of Directors shall have the authority to elect a successor to fill the unexpired term of an Officer so removed.

ARTICLE VI GENERAL POWERS

6.01 GENERAL POWERS OF ASSOCIATION. The Association, for the benefit of all the Owners, through its Board of Directors, shall have the power to acquire and shall pay for out of the maintenance fund the materials and services as set forth herein and such other materials and services as may be needed from time to time.

6.02 STREETS. The Board of Directors may take action for the management, maintenance, repair, upkeep, rules and regulations and general operation of the existing platted streets in the Subdivision.

6.03 INSURANCE-PROPERTY. The Board of Directors may purchase a policy or policies of insurance, with extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement cost of all improvements on any common areas, including all personal property included within any common area, except such personal property as may be owned by the Owners. Further the Board of Directors may purchase such other insurance policies as shall afford coverage against such other risks as from time to time customarily shall be covered with respect to buildings and grounds similar in construction and use. Such insurance shall be in a form and amount as determined by the Board of Directors, in their sole

discretion. Such insurance shall be written for the benefit of the Association, the Owners, and the respective mortgagees as their interests may appear, and shall provide for the issuance of certificates and mortgage endorsements to the holders of mortgages on any common areas. The insurance policies should provide that the insurer waives its rights of subrogation as to any claims against the Owners, the Association and their respective employees, servants, agents and guests. The policies should provide that all proceeds payable as a result of casualty losses be paid to the Association and be held and disbursed by the Association as may be required by these bylaws. Each Owner may obtain insurance, at his or her own expense, affording coverage against loss of his or her personal property and against personal liability, but all such insurance should contain the same waiver of subrogation as set forth above. All original policies of casualty insurance purchased by the Association shall be delivered into the possession of the Association. The Association shall upon request certify to any Owner, to any prospective purchaser of a Lot, and to any mortgagee or prospective mortgagee of a Lot, a complete statement as to the insurance policies held by it showing the identity of the policies, the expiration dates thereof, and the amount and type of insurance. A uniform fee approved by the Association may be charged by the Association for each such certificate furnished.

6.04 INSURANCE-LIABILITY. The Board of Directors may purchase a policy or policies insuring the Association, the members of the Board of Directors, Officers, and the Owners against any liability to the public or to the Owners of Lots, their invitees or tenants, incident to the ownership and/or use of the streets and any common areas or facilities.

6.05 INSURANCE-COMPENSATION. The Board of Directors may purchase appropriate Worker's Compensation Insurance to the extent necessary to comply with any applicable laws.

6.06 FIDELITY BOND. If required, the Board of Directors may purchase any fidelity bond covering any officer or employee of the Association in an amount to be determined by the Board of Directors.

6.07 COMMON AREAS OR FACILITIES. Maintain and repair of any common areas or facilities, and such furnishings, equipment and utility services for any common areas or facilities as the Board of Directors may determine are necessary and proper.

6.08 MISCELLANEOUS. Purchase or lease any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or insurance and levy such assessments which the Association is required to secure or pay for pursuant to the terms of these bylaws or which in the Board of Directors' opinion shall be necessary or proper for the maintenance and operation of Wilshire Heights Subdivision as a first class residential area, or for the enforcement of these bylaws and any published rules and regulations and restrictive covenants.

6.09 SATISFACTION OF LIENS. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire subdivision, or any part thereof which may in the opinion of the Board of Directors constitute a lien against the subdivision, or against any common areas (rather than merely against the interests therein of particular Owners) may be

satisfied by the Association. Where one or more Owners are responsible for the existence of such lien, they shall be liable for the cost of discharging it and any costs incurred whatsoever by the Association by reason of such lien, and such lien and costs shall be allocated fairly among such Owners upon the sole judgment of the Board of Directors and shall be specially assessed to such Owners.

6.10 EXPENSES DUE TO OWNER'S NEGLIGENCE. Maintenance and repair any particular Owner's structure or Lot if such maintenance or repair is necessary, in the discretion of the Board of Directors, to protect the appearance of the subdivision or the health and safety of the other Owners, and the Owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Board of Directors to said Owner. The costs of said maintenance and repair shall be levied as a special assessment against the Lot of such Owner by the Board of Directors.

6.11 ENTRY UPON LOTS. The Association or its agents may enter any Lot when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable. Any damage caused thereby shall be repaired by the Association at the expense of the maintenance fund.

6.12 CAPITAL ADDITIONS OR IMPROVEMENTS LIMITED. The Association shall have no authority to acquire and pay for out of the maintenance fund any structural alteration, capital addition or improvement having a total cost in excess of Five Thousand (\$5,000) Dollars, not covered by insurance, without in each case obtaining the prior approval of the voting Members of the Association holding a majority of the total votes present at any regular or special meeting called for that purpose.

6.13 ADOPTION OF RULES AND REGULATIONS. The Board of Directors shall adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, beautification of the subdivision, and for the health, comfort, safety and general welfare of the Owners and occupants of the subdivision. Written notice of such rules and regulations and restrictive covenants shall be given to all Owners and occupants of the Subdivision, by posting them on the Board of Directors Web Site or by delivery or mailing copies to each Owner or occupant. The entire subdivision shall at all times be maintained subject to such rules and regulations.

6.12 RESTRICTIVE COVENANTS. The Board of Directors shall be charged with the responsibility of enforcing the restrictive covenants that may be adopted for the subdivision. However nothing herein contained shall preclude a lot Owner from bringing any enforcement action to enforce the restrictive covenants.

6.13 LIMITATIONS ON POWERS OF THE ASSOCIATION. Nothing hereinabove contained shall be construed to give the Association authority to conduct any business for profit on behalf of all the Owners or any of them.

ARTICLE VII
ASSESSMENTS-ESTIMATED CASH REQUIREMENT

7.01 ASSESSMENTS-PROPORTIONATE SHARE BY LOT OWNER. Each Lot Owner shall be liable for a proportionate share of the cost of maintaining any common areas or facilities and the streets, which shall be payable semiannually. Such cost shall be a proportionate share of the actual costs as determined by the Board of Directors and shall continue until a first budget is arranged as hereinafter provided.

7.02 PROCEDURE. The Association and Board of Directors shall follow the procedures set forth herein.

7.03 ANNUAL BUDGET. Each year on or before April 15th, the Board of Directors shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which may be required during the upcoming fiscal year for the rendering of all services, together with a reasonable amount considered by the Board of Directors to be necessary for a reserve for contingencies and capital replacements. The Board of Directors shall notify each Owner in the same manner as provide in Section 3.05 above, as to the amount of such estimate, with reasonable itemization thereof, before the annual meeting of the Members of the Association. On May 15th and on November 15th, each Owner shall be obligated to pay to the Association (or as it may direct) one-half (1/2) of the assessment made pursuant to this paragraph. The portion of each such assessment payment attributable to reserves shall be deemed a contribution by the Owner to the capital of the Association. A reasonable late charge (not exceeding \$1.00 per day) may be added to such assessment by action of the Board of Directors after the first (1st) day of the subsequent month in which said assessment is due (December 1). On April 30th, or as soon as practicable thereafter, the Association shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited to the next installment due from each Lot Owner under the current fiscal year's estimate in proportion to his or her assessment for the preceding fiscal year, until exhausted, and any net shortage shall be added in like proportion to the installment due from each Lot Owner in the succeeding one-half year after rendering of the accounting.

7.04 RESERVE FUNDS. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures, not originally included in the annual budget which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including nonpayment of any Owner's assessment, the Association may at any time levy a further assessment, which shall be assessed to the Owner's according to the formula set forth in paragraph 7.03. The Association shall serve notice of such further assessment on all Owners in writing in the same manner as provided in Section 3.05 above, listing the reasons and the amount. The further assessment shall become effective with the payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted assessment. The reserve fund shall be the

property of the Association, and no part thereof shall be refunded to any Member.

7.05 DELAYS IN ESTABLISHING REVISED ASSESSMENTS. The failure or delay of the Board of Directors to prepare or serve the annual or adjusted estimate on any Owner shall not constitute a waiver or release in any manner of such Owner's obligation, to pay the assessment as herein provided. In the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the assessment at the then existing rate established for the previous period. When the annual estimate or adjusted estimate is prepared and served on the Owner, he or she shall have ten (10) days in which to pay any additional amounts due over and above the previous rate paid by the Owner.

7.06 ACCOUNTING. The Board of Directors shall keep accurate books of account, showing all receipts and disbursements for the Association on an annual basis. The books shall be open for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. The Board of Directors shall prepare and deliver to each Owner a consolidated statement for the previous fiscal year at each annual meeting of the Members. A majority of the Members may by vote at the annual meeting or by petition, at anytime, request that the books of the Association be audited by a Certified Public Account and the results delivered to each Member.

7.07 FUNDS COLLECTED. All funds collected hereunder shall be deposited in a bank or savings and loan institution licensed to do business in Iowa under the name of the Association. Each account maintained by the Association shall require the signature of two officers to transfer or withdraw funds from the account. All such funds shall be held and expended by the Association for the purposes designated herein.

7.08 OWNER IN DEFAULT. If an Owner is in default in the payment of any assessment for thirty (30) days or more, the Board of Directors after written notice to said Owner, may, at its option, accelerate all payments for the balance of the budget period. Notice of said acceleration shall be served on the Owner and if the assessment remains unpaid for a period of ten (10) days after such service, the Board of Directors may bring suit for and on behalf of the Association and as representative of all Owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided. There shall be added to the amount due the costs of said suit, together with legal interest at the rate provided by law on open accounts and reasonable attorneys' fees to be fixed by the Court. The amount of any delinquent and unpaid charges or assessments, interest, costs and fees as above provided shall be a lien or charge against the Lot Ownership of the Owner and maybe, foreclosed against the Lot of the Owner. Said lien shall take effect and be in force from and after the time of filing a notice of such lien of record in the office of the Recorder of Pottawattamie County, Iowa, and not before, as to all creditors and subsequent purchasers without actual notice. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of any common areas or facilities, or by abandonment of any Lot. Amendments to this paragraph shall only be effective upon written consent of Members having seventy percent (70%) of the votes eligible to be cast.

7.09 NOTICE TO FIRST MORTGAGEE. If an Owner is in default in the payment of any

assessment for thirty (30) days, the Association may provide written notice of such default to the first mortgagee, if any, of such defaulting Owner.

7.10 NO SHARES OF STOCK. There shall be not shares of stock of this corporation.

7.11 NO DIVIDENDS. There shall be no dividends declared in this corporation.

7.12 LOANS. There shall be no loans by the corporation to any director, officer, or member.

ARTICLE VIII AMENDMENTS AND MISCELLANEOUS

8.01 AMENDMENTS TO BYLAWS. Except as otherwise provided herein, these bylaws may be amended only upon the affirmative vote of two-thirds (2/3) of the Members of the Association present at any regular or special meeting of the Members, provided that notice of the proposed amendment is given to all Members in writing at least ten (10) days prior to such meeting. Section 2.02 of Article II hereof may not be amended except by unanimous consent of all Lot Owners.

ARTICLE IX INDEMNIFICATION

9.01 INDEMNIFICATION. Any person who is or was a director, officer, employee, or agent of this corporation shall be entitled to indemnification by this corporation to the extent the same is permitted or required pursuant to the provisions of Chapter 504(A).

ARTICLE X RULES AND REGULATIONS FOR LABORER'S USE OF STREETS IN WILSHIRE HEIGHTS

(This was added to the Subdivision Bylaws for Wilshire Heights Subdivision April 16, 1998. Rules and Regulations for Laborer's Use of Streets in Wilshire Heights Subdivision.)

10.01 LABORER RULES. A Laborer working for an Owner of any Lot in the Subdivision shall not place any equipment or materials on the street in the Subdivision.

10.02 LABORER'S EQUIPMENT OR MATERIALS. If such laborer or the Owner fails to remove equipment or materials from such street on demand by the Association, then the Association, through its Board of Directors, shall cause such equipment or materials to be removed from such street. The Association's cost of such removal shall be specially assessed to the Owner.

10.03 LABORER'S DAMAGE. Any damage done to the street in the Subdivision caused by the activities of a Laborer working for an Owner of any Lot in the Subdivision shall be repaired by such Laborer or the Owner subject to approval of the Association, through its Board of Directors.

10.04 LABORER'S NEGLECT. If such Laborer or the owner fails to repair such street on demand by the Association, then the Association, through its Board of Directors, shall cause such repairs to be made, and the Association's cost of such repairs shall be specially assessed to the Owner.

10.05 LABORER'S NOTIFICATION OF RULES AND REGULATIONS. Owners of Lots in the Subdivision shall include in their contract with a Laborer working for them these rules and regulations and require such laborer to abide by the rules and regulations, including repairing any damage done to any street and to indemnify the Owner for any special assessment caused by the activities of the Laborer. All repairs are to be made per the specifications of the Board of Directors.

The undersigned directors hereby ratify adoption of the foregoing Amended and Restated Bylaws this 20th day of May 2008.

WILSHIRE HEIGHTS SUBDIVISION HOMEOWNERS ASSOCIATION

Kellie Bergman 11-16-08
Kellie Bergman Date

Beverly Fletcher 5/20/08
Beverly Fletcher Date

Lynn Fountain 6/10/08
Lynn Fountain Date

Henry Gerhardt 5-20-08
Henry Gerhardt Date

William Jones 5/20/08
William Jones Date

Larry Lewis 5-20-08
Larry Lewis Date

Henry Neff 5/20/08
Henry Neff Date

Al Sargent 5/20/08
Al Sargent Date

James Wayman III 5/20/08
James Wayman III Date