

BYLAWS  
OF  
SOMERSET TOWN HOME AND ROW HOUSE ASSOCIATION

ARTICLE I.  
NAME AND LOCATION

The name of the corporation is Somerset Town Home and Row House Association, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 105 South 16th Street, Ames, Iowa, 50010, but meetings of members and directors may be held at such places within Story County, Iowa, as may be designated by the Board of Directors.

ARTICLE II.  
DEFINITIONS

Section 1. "Association" shall mean and refer to Somerset Town Home and Row House Association, its successors, assigns and counterparts.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot (as defined in Section 3 of this Article), but excluding those person or entities having such interest merely as security for the performance of an obligation. If a Lot is sold on contract, the owner shall be deemed to be the contract buyer. In the event the contract buyer fails to comply with any of the terms of these Bylaws, the contract seller shall comply with the terms of these Bylaws. As between a contract seller and a contract buyer, there will be only one "owner" per Lot.

Section 3. "Lot" shall mean and refer to any Lot designated by number as shown upon all recorded subdivision maps of the real estate described in the Articles of Incorporation of Somerset Town Home and Row House Association, except outlots to be designated by letter.

Section 4. "Unit" shall mean and refer to the allocation of votes given to each lot based on the type of construction thereon. Attached single family units shall be .5 units per dwelling.

Section 5. "Common Area" shall mean all areas designated as double-lettered Outlots on all recorded subdivision map or maps of the real estate described herein. The Common Area is intended to be used and maintained in a park-like manner for the enjoyment of each owner of a Lot in all recorded subdivisions or resubdivisions of the real estate described in the Articles of Incorporation.

As soon as reasonably practical after a subdivision or resubdivision has been recorded, Erben A. Hunziker, Trustec of the Erben A. Hunziker Revocable Trust, Donald M. Furman, Trustee of the Donald and Ruth Furman Revocable Trust, and R. Friedrich and Sons, Inc., will execute a deed transferring ownership of the Common Area in each subdivision or addition to Somerset Town Home and Row House Association.

Section 6. "Member" shall mean and refer to every owner of a lot designated as a Row House lot in any subdivision plat filed within Somerset Subdivision, Ames, Story County, Iowa.

ARTICLE III.  
MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the Association shall be held on or before the second Monday in February of each year at such place as may be determined by the members of the Board of Directors.

Section 2. Special Meetings. Special meetings of the Board of Directors or the members of the corporation shall be called by the President on written request made by the Board of Directors or on written demand by at least 10% of the owners of the Lots. The President shall determine the date, time and place of the meeting.

Section 3. Notice of Meetings. All notices for the annual meeting and for any special meetings shall be in writing and shall be mailed to each of the members of the corporation at their last known mailing address by ordinary mail, postage prepaid, at least thirty (30) days and no more than sixty (60) days prior to the date fixed for the meeting. Such notice shall include an agenda for the meeting of the membership, annual or special.

Section 4. Quorum. A quorum shall consist of sixty percent (60%) of the votes of each class of membership. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease on conveyance of a Lot by the member.

#### ARTICLE IV. MEMBERS AND VOTING RIGHTS

The Association shall have two classes of voting members designated as follows:

##### CLASS "A"

Class "A" members shall be each owner of a lot, with the exception of the original owners, Erben A. Hunziker, Trustee of the Erben A. Hunziker Revocable Trust, Donald M. Furman, Trustee of the Donald and Ruth Furman Revocable Trust, and R. Friedrich and Sons, Inc. Class "A" members shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members, but the vote attributable to such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot.

##### CLASS "B"

Class "B" members shall be Erben A. Hunziker, Trustee of the Erben A. Hunziker Revocable Trust, Donald M. Furman, Trustee of the Donald and Ruth Furman Revocable Trust, and R. Friedrich and Sons, Inc., and Class "B" members shall be entitled to five (5) votes for each lot owned by them. The Class "B" membership shall cease for lots within a particular addition and be converted to Class "A" membership for voting purposes on the happening of either of the following events, whichever occurs earliest:

- a. When the total votes outstanding in any single addition in the Class "A" membership equal the total votes outstanding in the Class "B" membership in that addition, or
- b. On January 1, 2015.

For assessment purposes, Class "B" members shall retain their status on unimproved lots. When a lot owned by a Class "B" member has been improved, the assessment shall be at the Class "A" rate.



ARTICLE V.  
DIRECTORS

Section 1. Number. The management and affairs of this Association shall be managed by a board of not less than three (3) nor more than seven (7) directors, provided that the number of directors shall always be an odd number, and all directors shall be members of the corporation. The number of directors may be changed by amendment of the Bylaws of the corporation.

At the first meeting of the members, they shall elect one-third (1/3) of the directors for a term of one (1) year, one-third (1/3) for a term of two (2) years and one-third (1/3) for a term of three (3) years; and at each annual meeting thereafter the members shall elect one-third (1/3) of the Board of Directors for a term of three (3) years

Section 2. Vacancy. Regular vacancies occurring on the Board of Directors shall be filled by election of the members at the regular annual meeting. If a vacancy occurs prior to the annual meeting, the President shall appoint a member to serve until the annual meeting.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association; however, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI.  
DIRECTORS MEETINGS

Section 1. Meetings. The Board of Directors shall meet on request of any member thereof and at any reasonable hour or location, provided, however, that at least twelve (12) hours notice is given to each director.

Section 2. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 3. Majority Rule. All questions and deliberations before the board shall be decided by simple majority of the directors present.

ARTICLE VII.  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- A. Adopt and publish rules and regulations governing the use of the Common Area, if any, and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

- B. Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member 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 infraction of published rules and regulations;
- C. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or as more fully provided in the Building Restrictions and Restrictive Covenants;
- D. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- E. Employ an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2.     Duties.     It shall be the duty of the Board of Directors to:

- A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- B. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- C. As more fully provided in the Building Restrictions and Restrictive Covenants, to:
  - 1. Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
  - 2. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - 3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;
- D. Issue, or to cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- E. Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- F. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- G. Cause the Common Area, if any, to be maintained.

ARTICLE VIII.  
OFFICERS AND THEIR DUTIES

Section 1. The officers of the corporation shall be President, Vice-President, Secretary and Treasurer. The officers shall be elected at the annual meeting of the members and shall be elected for a one-year term. A majority of the votes cast of the lot owners present shall determine the election.

A. Duties of the President. The duties of the President shall be:

1. To conduct meetings.
2. To serve as a member of the Board of Directors and as an ex officio member of all regular and special committees.
3. To call special meetings as necessary.
4. To represent the organization officially.
5. To prepare the agenda for the annual meeting of the corporation.
6. To prepare and give notice of meetings as required by these Bylaws.

B. Duties of the Vice-President. The duties of the Vice-President shall be:

1. To serve as presiding officer at meetings in the absence of the President.
2. To assist generally in the duties of the President.

C. Duties of the Secretary. The duties of the Secretary shall be:

1. To record and preserve all minutes of meetings of the corporation and preserve other written and printed materials pertaining to the corporation.
2. To mail copies of the minutes of the annual and special meetings to all members.
3. To receive, communicate and file correspondence relating to the corporation.

D. Duties of the Treasurer. The duties of the Treasurer shall be:

1. To have the general responsibility for the corporation's funds and accounts subject to the order of the Board of Directors.
2. To maintain and keep proper books of account which at reasonable times shall be open for examination by any member of the corporation.
3. To oversee the receipt and disbursement of all funds belonging to the corporation.
4. To execute all financial transactions as directed by the Board of Directors.



- E. Removal of Officers. Any officer of the corporation may be removed by a majority vote of the lot owners present at the regular annual meeting or special meeting duly called for that purpose.

## ARTICLE IX. ASSESSMENTS

Section 1. The assessments collected by this Association are to be used for the purposes set forth in the Articles of Incorporation of Somerset Town Home and Row House Association for all Lots owned by Class A members as provided herein. None of the assessments are to be used for Lots owned by Class B members as therein defined.

Section 2. Maximum Assessments. The assessment for the Somerset Town Home and Row House Association shall be assessed on an annual basis as follows:

- A. Class A Members: The assessment shall not be more than Seventy Dollars (\$70.00) per lot per month for the first calendar year in which any lot has been conveyed prior to January 1st.
- B. Class B Members: The assessment shall not be more than Eight Dollars (\$8.00) per lot per month.

The assessment for Class A members shall commence thirty (30) days after the Class A Member's deed for a Lot has been recorded. The first assessment shall be adjusted according to the number of months remaining in the calendar year. The assessment for Class B members shall commence on year following the recording of the final plat for an addition.

Section 3. Increases Without Member's Vote. From and after January 1st of the first year following the conveyance of the first lot to an owner, the maximum assessment may be increased each year not more than 7 percent above the maximum assessment for the previous year, all without a vote of the members.

Section 4. Increase With Member's Vote. From and after January 1st of the first year following the conveyance of the first lot to an owner, the maximum assessment may be increased above 7 percent by a vote of two-thirds of the voting interest of the members of the Association who cast votes at the meeting called for the purpose of consideration of such increase above 7 percent.

Section 5. Special Assessments for Capital Improvement. In addition to the assessments authorized above, the Associations may levy, in any assessment year, a special assessment applicable to that year, only for the purpose of defraying, in part or in whole, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, upon the common area, provided that any such assessment shall have the consent of two-thirds of the voting interest of the members of the Association who cast votes at the meeting called for the purpose of consideration of such capital improvements.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice by regular mail of any meeting called for the purpose of taking any action authorized under Sections 4 and 5 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members in person or by proxy entitled to cast 60 percent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Notice of Assessments. Written notice of the assessments shall be sent to every owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Board of Directors setting forth whether the assessment on a specified lot has been paid. Assessments as to all lots must be paid monthly unless the Association provides notice of other payment schedules.

Section 8. Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date of the same at the rate in effect on the due date which is no higher than 3 percent above the interest rate paid by the U.S. Government on a one year Treasury Bill. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or escape liability for the assessments provided for herein by abandonment of the lot. The Board of Directors of the Association may cause a lien to be placed against any lot for nonpayment of assessments as follows:

- a. A fifteen (15) day written notice of said delinquency shall be given to the lot owner.
- b. If the delinquent assessment is not paid within fifteen (15) days, a Notice of Nonpayment of Assessment may be served on the lot owner in the same manner as an Original Notice setting forth the name of the lot owner, the lot number, the unpaid assessment and the costs of serving the Notice, plus reasonable attorney fees. If the assessment is not paid in thirty (30) days after the Notice is served, the said Notice, together with proof of service and affidavit of nonpayment, may be filed in the County Recorder's office, Story County, Iowa, and from and after the date the documents are recorded, the amount set out in the Notice shall constitute a lien against the lot described in the Notice and the lien has been then perfected. At any time after the lien is perfected, the Association may implement any proper legal means to foreclose the lien or to collect the amount due.
- c. The Board may take any action at law or in equity against a lot owner for nonpayment of assessments and may recover the assessment, reasonable attorney fees, court costs, interest and charges.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE X. AMENDMENTS

These Bylaws may be altered, amended or repealed, and new Bylaws adopted if such action is proposed and presented in writing to the members of the corporation at least 10 days in advance of the date of any meeting where such action shall occur. Approval of any change in the Bylaws must be by a two-third (2/3) vote of the membership entitled to vote under the provisions of these Bylaws.

#### ARTICLE XI. FISCAL YEAR

The fiscal year of the corporation shall begin on January 1 and end on December 31 of each year.

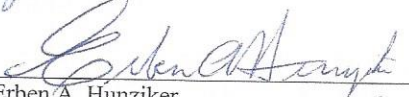
ARTICLE XII.  
CORPORATE SEAL

The Association shall have no corporate seal.

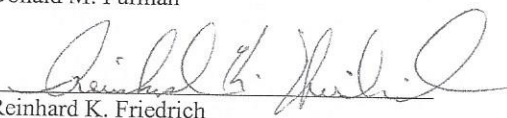
ARTICLE XIII.  
SALE AND NOTICE

Owners shall notify members of the Board of Directors of the sale of any lot within 30 days of the sale and shall furnish the Board of Directors with the name and address of the new owner or owners.

IN WITNESS WHEREOF, we have adopted the foregoing Bylaws of Somerset Town Home and Row House Association, this 30th day of August, 2000.

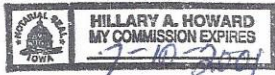
  
Erben A. Hunziker

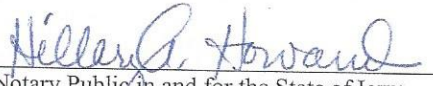
  
Donald M. Furman

  
Reinhard K. Friedrich

STATE OF IOWA            )  
  ) ss:  
COUNTY OF STORY        )

On this 30th day of August, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Erben A. Hunziker, Donald M. Furman and Reinhard K. Friedrich, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



  
Notary Public in and for the State of Iowa

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**AMENDMENT TO BYLAWS  
OF  
SOMERSET TOWN HOME AND ROW HOUSE ASSOCIATION**

The following Amendment to the Bylaws of the Somerset Town Home and Row House Association is adopted on this 24 day of September, 2003, by a unanimous vote of the membership entitled to vote following at least ten (10) days' notice of said meeting:

The Bylaws are amended by inserting the following Article:

**ARTICLE XIV**

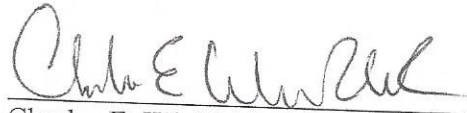
**INSURANCE**

Section 1. Owner Insurance Requirement. The Association shall obtain liability and casualty insurance for the Common Areas. Each Owner shall obtain liability and casualty insurance for the improvements on their Lot. Proof of insurance shall be provided in writing from the insurance company to the Association at least annually. This proof of insurance shall show that insurance is in place covering replacement cost value of the town home or row house. The Association shall be named as a loss payee on said insurance. This information shall be provided within thirty (30) days of the purchase of a town home or a row house and within thirty (30) days of each renewal of insurance thereafter.

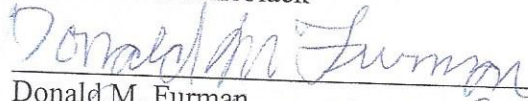
Section 2. Effect of Failure to Meet Insurance Requirements and Remedies of the Association. If the proof of insurance and showing of the Association as loss payee has not been provided to the Association within the thirty (30) day period required under Section 1 hereof, the Association shall give written notice of this delinquency. After thirty (30) days, if no written proof is received by the Association, the Association may then purchase insurance on the property. Any amounts expended in enforcement of this provision shall be treated as an assessment hereunder and shall become a lien against the property as an assessment. The remedies set out in Article IX regarding assessments shall apply to this section.

Section 3. Distribution of Insurance Proceeds. On the occasion of an insurable event, the first \$500.00 of the claim, including the deductible amount in the calculation of the \$500.00, shall be retained by the Owner. The balance of the claim proceeds received covering the property for which the Association is responsible shall be turned over to the Association. All determinations regarding the timing of repair shall be in the discretion of the Association.

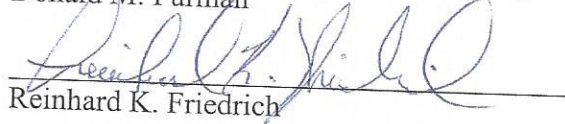
In all other respects, the Bylaws of the Town Home and Row House Association dated August 30, 2000 are reaffirmed.



Charles E. Winkleblack



Donald M. Furman



Reinhard K. Friedrich

**AMENDMENT TO BYLAWS  
OF  
SOMERSET TOWNHOME AND ROWHOUSE ASSOCIATION**

The following Amendment to the Bylaws of the Somerset Town Home and Row House Association is adopted on this 19<sup>th</sup> day of November, 2007, by a vote of more than two-thirds (2/3) of the membership entitled to vote following the required notice of said meeting.

**Article III of the Bylaws is amended as follows:**

Section 4: Quorum: A quorum shall consist of twenty-five percent (25%) of the eligible membership. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.



EXHIBIT "G"

SECOND AMENDMENT TO BYLAWS OF  
SOMERSET TOWN HOME AND ROW HOUSE ASSOCIATION

The Bylaws of Somerset Town Home and Row House Association, duly adopted by its Board of Directors on August 30, 2000, and as amended by First Amendment dated September 24, 2003, are hereby amended by this Second Amendment thereto as follows:

1. The First Paragraph of Article IX, Section 8, shall be deleted in its entirety and shall be replaced with the following:

Any assessment not paid within thirty (30) days after the due date shall be subject to a service charge of \$20.00. If the delinquent assessment remains unpaid sixty (60) days after the due date, the assessment shall be subject to a monthly service charge in the amount of \$30.00 for each additional delinquent month until such assessment and service charge(s) are paid in full.

The Association may bring an action at law against the owner personally obligated to pay to pay the same, or foreclose the lien against the property. After 90 days the Board of Directors may turn over the delinquent home owner for collection and additional costs may be added. No owner may waive or escape liability for the assessments provided for herein by abandonment of the lot. The Board of Directors of the association may cause a lien to be placed against any lot for nonpayment of assessments as follows:

The balance of Article IX, Section 8 shall remain the same and continue in full force and effect.

2. Article XIV, Section 3 shall be deleted in its entirety and replaced with the following:

Insurance. Each Owner shall maintain comprehensive liability insurance, and fire and casualty insurance and shall name the Association as an additional insured. On the occasion of an insurable event, the Owner shall be responsible for the first Five Hundred Dollars (\$500.00) of the claim, or the insurance deductible amount, whichever is greater. The balance of the claim proceeds received covering the property for which the Association is responsible, shall be turned over to the Association. All determinations regarding the timing of the repair(s) shall be within the sole discretion of the Board. All repairs to siding and roofing must be approved by the Board in advance.

3. The following paragraph shall be added as sub-section (H) to Article VII, Section 2:

When deemed necessary by the Board, the Board may contract for the removal, replacement, or trimming of trees located in the

public walks and public rights-of-way in accordance with the City of Ames' guidelines. Any such decision shall be in the Board's sole discretion. The foregoing, however, shall not otherwise minimize the Owners' obligation to care and maintain the trees.

4. In all other respects the Bylaws adopted by the Board of Directors on August 30, 2000 and amended by First Amendment on September 24, 2003 shall remain in full force and effect.

Duly adopted by the Board of Directors on the 22<sup>nd</sup> day of March, 2016.

SOMERSET TOWN HOME AND ROW HOUSE ASSOCIATION

By: [Signature]  
Print Name: Crista C. Haggan  
Title: President