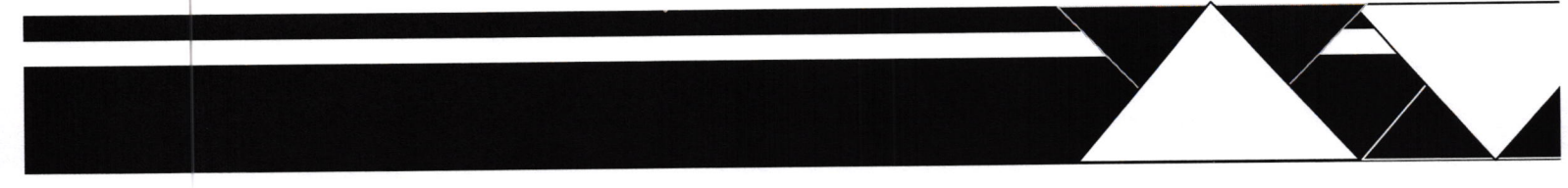


RESTATED BYLAWS
OF
SOMERSET TOWN HOME
AND
ROW HOUSE ASSOCIATION

proposed as of September 2026

Pending approval at the
Annual Meeting
December 7th 2026 @ 6:30PM



OF

SOMERSET TOWN HOME AND ROW HOUSE ASSOCIATION

(Replacing the Bylaws of 2000, and the 2003, 2007, 2016, or any other Amendments)

ARTICLE I
NAME AND LOCATION

The name of the Corporation is Somerset Town Home and Row House Association, hereafter referred to as the "Association." The principal office of the Association shall be located in the city of Ames, Iowa, and meetings of Members and Directors may be held electronically or at such places within Story County, Iowa, as determined by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" means and refers to the Somerset Town Home and Row House Association, an Iowa nonprofit corporation, together with its successors and assigns.

Section 2. "Member" means the owner or owners of property in the 2nd, 3rd, 7th, 9th, 13th, and 19th additions within the Somerset Subdivision, Ames, Story County, Iowa. Member shall also 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 persons or entities having such interest merely as security for the performance of an obligation. If a Lot is sold under contract, the owner shall be deemed the buyer under the contract. If the contract buyer fails to comply with any terms of these Bylaws, the contract seller shall comply with the terms of these Bylaws. Between a contract seller and a contract buyer, there will be only one "owner" per Lot.

Section 3. "Lot" means and refers 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 Row House Association.

Section 4. "Common Areas" means all areas designated as double-lettered Outlots, and Somerset 3rd Addition Lots 29 and 39, and Somerset 7th Addition Lots 21 and 22, on all recorded subdivision maps, or maps of the real estate described herein. The Common Areas are intended to be used and maintained by the Association for the enjoyment and use of each Association Member.

Section 5. "Corporation" means and refers to the Somerset Town Home and Row House Association, and hereafter is known as the "Association."

Section 6. "Board" or "Board of Directors" means and refers to the duly elected Directors and Officers of the Association as defined within the Bylaws.

Section 7. "Director" means and refers to a duly elected Member of the Board of Directors of the Association.

Section 8. "Officer" means and refers to the duly elected Member(s) of the Board of Directors of the Association who serve as President, Vice President, Secretary, and Treasurer.

Section 9. "Assessment" means and refers to charges, dues, or fees that Members are required to pay the Association to cover shared expenses and maintain the community.

Section 10. "Penalty" means and refers to any monetary charge imposed by the Association after notice and an opportunity to be heard by the Board, for violations of these Bylaws, Covenants, duly adopted rules, or other governing documents.

ARTICLE III. MEETING OF MEMBERS

Section 1. Annual Meetings. The Annual Meeting of the Association shall be held at such place and time as may be determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Board of Directors or the Members of the Association 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 Members. The President shall determine the date, time, and place of the meeting. A quorum for Special Meetings is set by ARTICLE III, Section 4, unless otherwise noted in the Bylaws.

Section 3. Notice of Meetings. All notices for the annual meeting and for any special meetings shall be in writing and shall be mailed first class and electronically emailed to each of the Members of the Association at their last known address at least thirty (30) days and no more than sixty (60) days before the date fixed for the meeting. Such notice shall include an agenda, date, time, and location for the Membership meeting, annual meeting, or special meeting.

Section 4. Quorum. A quorum shall consist of a minimum of twenty-five percent (25%) of the entire Association Membership (31 voting members) attending the meeting in person or represented by proxy. If the required quorum is not present, another meeting for the same purpose may be called within sixty (60) days of the preceding meeting. The subsequent meeting is subject to the same notice requirement, and the required quorum shall be one-half (1/2) of the required quorum at 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 the day indicated on the proxy or the conveyance of a written notification by the Member.

ARTICLE IV. MEMBERS AND VOTING RIGHTS

Members shall be entitled to one (1) vote for each property owned. When more than one person holds an interest in any property, all such persons shall be Members, but the vote attributable to such property shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one property.

ARTICLE V.
DIRECTORS

Section 1. Qualifications For Office. Each Director must meet the following qualifications:

- A. Be a Member of the Association;
- B. Be in good standing with the Association:
 - 1. Have no unpaid Assessments or Penalties;
 - 2. Have no unresolved Covenant violations or other disciplinary actions from the Association;
 - 3. Have no felony convictions involving fraud, theft, embezzlement, or financial misconduct;
 - 4. Have no pending litigation against the Association.

Section 2. Number. The management and affairs of this Association shall be managed by a Board of Directors of not less than three (3) nor more than seven (7) Directors.

Section 3. 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 before the annual meeting, the President may appoint a Member, and confirmed by the Board, to serve as a Director until the annual meeting.

Section 4. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association in attendance at a special meeting called for that sole purpose. A successor may be appointed by the President, and confirmed by the Board, to serve until the next annual meeting in cases of removal of a Director by vote of the Association, resignation, or in the event of death.

Section 5. Compensation. No Director shall receive compensation for service rendered to the Association; however, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting that they could take at a meeting, provided each Director signs or emails a consent describing the action to be taken and delivers it to the Board President. Any action so approved shall have the same effect as though taken at a meeting of the Directors and noted in the minutes of the next scheduled meeting of the Board of Directors.

ARTICLE VI.
DIRECTORS MEETINGS

Section 1. Meetings. The Board of Directors shall meet on the 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 a simple majority of the Directors present. All Directors and Officers shall vote on issues decided by the Board. In the event of a tie vote among those present, the vote will fail.

Section 4. Open Association Board Meetings. All meetings of the Board of Directors, except for Executive Sessions, are open to any Member of the Association.

Section 5. Executive Session Board Meetings. The Board of Directors may meet in a closed Executive Session to discuss litigation, contracts, personnel, collection matters, and confidential legal advice. Any action taken in Executive Session shall be voted upon in Open Session.

ARTICLE VII.
POWERS AND DUTIES OF THE ASSOCIATION'S BOARD OF DIRECTORS

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

A. Adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

B. Suspend the right to use the Common Areas by a Member during any period in which such Member shall be in default in the payment of any Assessments or Penalties levied by the Association, and impose any penalties or actions provided for within the Bylaws. Such rights may also be suspended after notice and hearing for infraction of published rules and regulations;

C. Exercise for the Association all powers, duties, and authority vested in, or Board 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 regulations of the Building Restrictions and Restrictive Covenants;

D. Declare the position of a Director of the Board to be vacant in the event such Director has been absent without notice from three (3) consecutive regular meetings of the Board of Directors;

E. Employ an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

F. To do other acts that are necessary and proper to carry out the purpose(s) of the Association as stated in these Bylaws, Articles of Incorporation, and Iowa Code, provided such acts are not otherwise prohibited.

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

A. Keep 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 twenty-five percent (25%) of the entire Association Membership (31 voting members).

B. Oversee all Officers, agents, and employees of this Association, and see that their duties are properly performed;

C. Meet any other duties provided in the Restrictive Covenants and Regulations or the Bylaws;

D. Determine and recommend to the Membership the amount of the annual assessment (dues) against each Member's property.

E. Send written notice of the assessment to every Member at least thirty (30) days in advance of the implementation of that assessment;

F. Issue on demand by any Member a receipt documenting whether or not any assessment has been paid. If the receipt states an assessment has been paid, such receipt shall be conclusive evidence of such payment;

G. Initiate any monetary or legal action against a Member, as outlined elsewhere in the Bylaws, or the Building Restrictions and Restrictive Covenants;

H. Procure and maintain adequate liability and hazard insurance on property owned by the Association;

I. Cause all Directors, or employees having fiscal responsibilities, to be bonded, as it may deem appropriate; and

J. Cause the Common Areas to be maintained.

ARTICLE VIII. OFFICERS AND THEIR DUTIES

Section 1. Directors and Officers. All Members serving on the Board are known as Directors. The Officers of the Association shall be President, Vice-President, Secretary, and Treasurer. The Board of Directors shall be known to be complete and duly constituted if there are only the three (3) Officers of the Board: President, Secretary, and Treasurer. The office of Vice-President could be held concurrently by the Secretary or the Treasurer, or left unfilled. An Officer holding two positions shall have only one vote on any matters voted on by the Board. The Directors and 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 by the Members present shall determine the election.

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

1. To prepare an agenda and conduct Board meetings following the current edition of Robert's Rules of Order Newly Revised.
2. May serve and vote as an ex officio member of all regular and special committees.
3. To call special meetings as necessary.
4. To represent the Association officially.
5. To prepare the agenda for the Annual Meeting of the Association.
6. To prepare and give notice of meetings as required by these Bylaws.
7. To receive, communicate and file correspondence related to the Association.
8. To fill a Director vacancy by recommending a Member to the Board for confirmation, to serve as a Director until the annual meeting.
9. To fill an Officer vacancy by recommending a Director or Member to the Board for confirmation to serve as an Officer until the annual meeting.

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 Association and preserve other written, printed, and digital materials of the Association.
2. Provide copies of the minutes of the annual and special meetings to all Members of the Association.
3. Prepare the annual proxy form, collect and validate proxies for the Annual Meeting of the Members, and
4. Prepare the attendance sign-in sheet for the Annual Meeting, and validate the existence of a quorum at the Annual Meeting.

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

1. To have the general responsibility for the Association'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 Association.
3. To oversee the receipt and disbursement of all funds belonging to the Association.
4. To execute all financial transactions as directed by the Board of Directors.
5. Coordinate with the Association's Bookkeeper all expenses, income, and payments as directed by the Board of Directors.
6. Coordinate with the Association's Tax Accountant and Bookkeeper regarding annual income tax preparation and filing.

E. Removal of Directors or Officers. Any Director or Officer of the Association may be removed by a majority vote of the Members of the Association present, or by proxy, at the regular Annual Meeting, or special meeting duly called for that purpose.

ARTICLE IX. ASSESSMENTS

Section 1. Purpose. The Assessments (dues) collected by the Association are to be used for the purposes outlined in the Articles of Incorporation of Somerset Town Home and Row House Association for all Members as provided herein. The monthly Assessments (Dues) are to be paid by the Members on the first (1st) day of each month, known as the "Due Date." These may be paid electronically directly through the property management company, a financial institution, by cash, or by check.

Section 2. Annual Assessments. Assessments (Dues) for the Association shall be determined by a vote of the Members on an annual basis.

Section 3. Increases Without Members' Vote. The Board of Directors may increase the Assessment (dues) in any given year by no more than 10 percent (10%) above the previous year's Assessment (dues) without a vote of the Members.

Section 4. Increase With Members' Vote. The Assessment may be increased above 10 percent (10%) if approved by two-thirds (2/3) of the voting Members present or represented by proxy at the Annual Meeting, or at a meeting called for the purpose of considering such increase.

Section 5. Special Assessments. In addition to the assessments authorized above, the Association may levy a special assessment for 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 to the Common Area and other expenses approved by the Board. Any such Assessment requires the approval of two-thirds (2/3) of the voting Members present or represented by proxy at a meeting called for the purpose of considering such an assessment.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice by regular mail or email 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 such a meeting, twenty-five percent (25%) of the Members (31 voting members) in person or represented by proxy 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 (1/2) 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 all Assessments (dues and Special) shall be sent to every Member thirty (30) days before the effective Due Date of the assessment payment. The Association shall, on request, and for a reasonable charge, furnish a receipt for funds paid. Assessments to all Members must be paid monthly unless the Association provides notice of other payment schedules.

Section 8. Effect of Nonpayment of Assessments and Remedies For the Association. All Assessments (dues) are to be paid as stated in ARTICLE IX, Section 1. Special Assessments are due on the first (1st) day of the month following approval by the Membership and receipt of notice from the Board of Directors, sent via email or mail. If payment is not received for any Assessment, the following will occur:

A. Fifteen (15) days after the Due Date, a written notice of said non-payment shall be given to the homeowner.

B. Any assessment not paid within thirty (30) days after the Due Date (15 days after the notice of non-payment) is considered late and shall be subject to a service charge of \$30.00. Service charges may be adjusted by the Board when deemed necessary.

C. If the delinquent Assessment remains unpaid sixty (60) days after the Due Date, the Assessment shall be subject to a monthly service charge of \$50.00 for each additional delinquent month until such Assessment and service charge(s) are paid in full. Service charges may be adjusted by the Board when deemed necessary.

D. After ninety (90) days have passed the Due Date, the monthly service charge will continue until all payments are made, and the Board of Directors may turn over the delinquent account for collection, and additional costs may be added. No owner may waive or escape liability for the Assessment provided for herein by abandonment or sale of the home.

E. If the delinquent assessment is not paid within one hundred and twenty (120) days past the Due Date, a written Notice of Nonpayment of Assessment may be served on the Member and may be filed in the County Recorder's office, Story County, Iowa. The amount set out in the Notice shall constitute a lien against the property, and the Association may take any proper legal steps to foreclose the Lien or collect the amount due.

F. The Board may take any action at law or in equity against a Member for nonpayment of assessments and 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 property shall not affect the Assessment Lien. However, the sale or transfer of any property pursuant to mortgage foreclosure, or any proceeding in Lieu thereof, shall not extinguish the lien of such assessment as to payments which became due before such sale or transfer. No sale or transfer shall relieve such Member 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 approved by the Board of Directors and presented in writing to the Members of the Association at least thirty (30) days and not more than sixty (60) days in advance of the date of any meeting where such action shall occur. The quorum for such a meeting is twenty-five percent (25%) of the Membership, in person or by proxy. Approval of any change in the Bylaws must be by two-thirds (66.6%) of the votes cast in person, by proxy, or from a written ballot by Members at a meeting called for this purpose, or by a majority vote (50% - 61 Members) of the entire Membership, whichever is less.

ARTICLE XI.

FISCAL YEAR

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

ARTICLE XII.
SALE AND NOTICE

Members shall notify the Board of Directors of the sale of any property located in the Association property within thirty (30) days of the sale and shall furnish the Board of Directors with the name and address of the new owner or owners. All new property Owners are automatically Members of the Association and are contractually bound by the terms and obligations of these Bylaws and the Articles of Incorporation.

ARTICLE XIII.
INSURANCE

Section 1. Insurance Requirements.

A. The Association shall obtain liability and casualty insurance for the Common Areas.

B. Every Member shall maintain liability and HO-5 replacement cost insurance coverage on their property (dwelling and garage), naming the Association as a "Loss Payee" and as an "Additional Interest." Proof of insurance shall be provided to the Association in writing from the insurance company for any policy, carrier, or coverage changes. The written proof must show that insurance is in effect at the time of any dwelling purchase and shall be provided to the Association within thirty (30) days of the transfer and of each annual renewal thereafter.

Section 2. Effect of Failure to Meet Insurance Requirements and Remedies of the Association.

A. If the Member has not purchased the full replacement cost value insurance (HO-5 Form) showing the Association as a "Loss Payee" and as an "Additional Interest," as required under ARTICLE XIII, Section 1. B, and provided the Association proof of the appropriate insurance within the 30 days, the Association shall give the Member a written "Notice of Delinquency."

B. If the Member fails to provide and remit to the Association proof of an appropriate insurance policy within seven (7) days after receipt of "Notice of Delinquency", a \$100.00 per week Penalty will be assessed to the Member until the Association receives the proof of required Insurance.

C. If, on a newly purchased property and dwelling, or upon the renewal of an insurance policy, the proof of the appropriate insurance policy is not remitted to the Association within eight (8) weeks after purchase or insurance renewal, a "Notice of Delinquency and Penalties" will be served on the Member and may be filed in the County Recorder's office, Story County, Iowa. The amount set out in the Notice shall constitute a Lien against the property. The Association may take any proper legal steps

to require a Member to obtain appropriate insurance on their property and dwelling and collect all Penalties and interest due the Association and reasonable attorney fees, court costs and other related charges.

Section 3. Filing Insurance Claims and Distribution of Insurance Proceeds.

A. When an insurable event occurs, as determined by the Association Board, that causes damage to the shingles, siding, or trim of a Member's home, and the damage is verified by a licensed contractor selected by the Board, the Board shall provide written notice of this event to all affected Members. All affected Members must file a claim with their property insurance carrier within fourteen (14) days of receipt of the Board's written notice. The claim proceeds received for the property for which the Association is responsible (shingles, siding, or trim) must be submitted to the Association within seven (7) days of receipt. Each Member shall be responsible for the payment of the Member's insurance deductible and any shortfall between the settlement amount and the actual cost to repair or replace the shingles, siding, or trim.

B. If the Member fails to remit to the Association the claim proceeds within the seven (7) day period, a \$250 per week Penalty will be assessed to the Member until the appropriate proceeds are remitted. If the delinquent proceeds are not paid within four weeks (4), a written "Notice of Nonpayment of Proceeds" may be served on the Member and may be filed in the County Recorder's office, Story County, Iowa. The amount set out in the Notice shall constitute a lien against the property, and the Association may take any proper legal steps to foreclose the Lien or collect the amount due.

C If, on a newly purchased property and dwelling, or upon the renewal of an insurance policy, the proof of the appropriate insurance policy is not remitted to the Association within eight (8) weeks after purchase or insurance renewal, a "Notice of Delinquency and Penalties " will be served on the Member and may be filed in the County Recorder's office, Story County, Iowa. The amount set out in the Notice shall constitute a Lien against the property. The Association may take any proper legal steps to require Member to obtain appropriate insurance on their property and dwelling, collect all Penalties and interest due the Association, in addition to all reasonable attorney fees, court costs, and other related charges.

D. All determinations regarding the timing of the repair(s) shall be within the sole discretion of the Board in consultation with the insured, the insurance company, and the contractors.

ARTICLE XIV.

MEMBER PROPERTY EXTERIOR APPEARANCE AND MAINTENANCE REQUIREMENTS

Section 1. Somerset Architectural Design Guidelines. The Architectural Design Guidelines for the Somerset Subdivision, as outlined by the Somerset Property Owners Association, are available from the office of the Association's Property Manager. These guidelines were developed to ensure a continued cohesive neighborhood design and an attractive, well-maintained appearance.

A. Changes to the exterior of a Member's home or garage require the prior approval of the Association Board and must be consistent with the Somerset Architectural Guidelines. This includes installing, painting, staining, or replacing fencing, decks and deck railing, windows, exterior doors, and shutters. No exterior storage buildings or other structures, nor dog or pet runs, are permitted on the Member's property.

B. The Association Board or the Association's Property Manager may inspect work being performed on the Member's property exterior to assure compliance with the Association's design guidelines and is being completed consistent with the plan approved by the Board.

C. Members are responsible for ensuring that any construction, electrical, or plumbing work on their property conforms to all applicable governmental permitting requirements, regulations, and building codes. The Board is not responsible for enforcing or ensuring compliance with such codes. Members should seek professional construction and engineering advice and inspections before and during work on their property.

Section 2. Landscape Planting Beds and Trees.

A. Association Members are responsible for planting and maintaining the landscape planting beds on their property. Changes to existing planting beds and/or the addition of planting beds or trees require prior approval by the Association Board. A design drawing and a description of the proposed plants must be provided to the Board before approval.

B. Landscape planting beds must be well maintained with plantings pruned, free of weeds, grass, volunteer tree seedlings, and dead or dying plantings. Landscape bed mulch must also be maintained. Trees and shrubs on a Member's property must be trimmed to avoid encroaching on the sidewalk, touching the siding or roof, and maintaining clearance for pedestrians on the sidewalk. When plants or trees die or are removed for other reasons, a replacement plant should be planted.

C. When deemed necessary by the Board, it may contract for the removal, replacement, or trimming of trees located on public walks and rights-of-way in accordance with the City of Ames Municipal Code. Any such decisions shall be in the Board's sole discretion. The foregoing, however, shall not diminish the Member's obligations to care for and maintain the trees on their property. Trees on the city right-of-way must be trimmed to safety and visibility standards required in the Ames Municipal Code.

Section 3. Exterior Property Maintenance and Upkeep. Association Members are responsible for the maintenance and replacement of sidewalks, patios, decks, porches, steps, handrails, gutters, downspouts, doors, windows, fences, gates, and light fixtures on their property. These items must be properly maintained to ensure a safe and attractive appearance.

Section 4. Effect of Failure to Meet Landscape Planting Beds and Trees Requirements, Exterior Property Maintenance and Upkeep, and Remedies of the Association.

A. The Association's Property Manager will inspect the exteriors of all Association properties as directed by the Board.

B. If the exterior of a Member's house or garage, landscaping, planting beds, property, or other property improvements mentioned in ARTICLE XIV is found to be out of compliance with these Bylaws, the Somerset Architectural Design Guidelines, or with the restrictive covenants, the Member will receive a written notice describing the identified issues and the date by which corrections must be made.

C. A follow-up inspection will be conducted after the date by which corrections must be made. If a property is still found to be out of compliance, the Board may hire professional services, at the current rate, to correct the specific problems involved. The Member shall be responsible for the actual costs and a reasonable administrative fee incurred to correct the identified landscape problems or the property's exterior maintenance issues.

D. The Member may request a hearing before the Board within ten (10) days of receiving a violation notice. Enforcement actions shall be suspended pending the outcome of the hearing. After the hearing, the Board shall issue a written decision.

E. The Board may grant temporary landscape variances for hardship or special circumstances upon written request.

Section 5. Vehicle Parking Regulations.

A. Association-owned parking lots.

1. Parking in the Association parking lots is limited to residents, tenants, and invited guests. Commercial vehicles, contractors, and service providers may park only while actively providing services to Members.
2. All parking in Association parking lots (Outlots LL, MM, WW, UU, and ZZ) shall be limited to a maximum of forty-eight (48) consecutive hours unless prior written approval is obtained from the Board. Re-parking a vehicle to avoid time limitations is prohibited.
3. Commercial vehicles, vehicles with exterior business advertising, trailers, boats, RVs, and vehicles exceeding $\frac{3}{4}$ ton capacity may not be parked overnight within the Association parking lots without Board approval.

B. Public street parking and City of Ames parking lots are regulated and enforced by the City of Ames.

C. Parking on Member's property is regulated by the "Declaration of Covenants, Conditions and Restrictions For Somerset Subdivision" and the City of Ames Municipal Code.

IN WITNESS WHEREOF, we have adopted the foregoing Restated Bylaws of Somerset Town Home and Row House Association, this ____ day of _____, 202____ .

Jerry Sloan _____, President

Roger A. Smith _____, Secretary

Shari Albie _____, Treasurer

STATE OF IOWA

COUNTY OF STORY

On this ____ day of _____, 202____ , before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, _____, and _____, 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