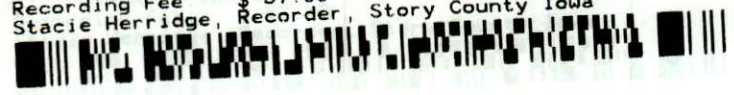


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Stacie Herridge, Recorder, Story County Iowa



Filed By / Return To: ATS of Story County
212 SE 16th Street, Ames, IA 50010
File No. 23-1461

SPACE ABOVE RESERVED FOR OFFICIAL USE

Grantor: Ansley Lot Owner Association Inc

Legal description: Ansley Subdivision, First Addition, Ames, Story County, Iowa

Return document to: Franklin J Feilmeyer, PO Box 847, Ames, IA 50010

Document prepared by: Franklin J Feilmeyer, PO Box 847, Ames, IA 50010 | P: 515.232.1761 | E: FJF@newpointlawfirm.com

**Bylaws
of
Ansley Lot Owner Association Inc**

Bylaws of Ansley Lot Owner Association Inc

These are the Bylaws of the Ansley Lot Owner Association Inc, an Iowa nonprofit corporation, which shall govern the affairs of the corporation, the Members, directors, and officers as follows:

- 1 **Definitions.** As used in these Bylaws, the following terms shall have the meanings shown:
 - 1.1 "Association" shall mean and refer to Ansley Lot Owner Association Inc, its successors, assigns and counterparts.
 - 1.2 "Board" shall mean the board of directors of the Association.
 - 1.3 "Common Area" shall mean a parcel of land owned by the Association for the use and benefit of the Members of Association and on which, either by recorded restrictions, recorded plats or zoning, no residence may be constructed, and shall include bike paths and street trees.
 - 1.4 "Corporation" means the Association.
 - 1.5 "Developer" shall mean Ansley Land LLC.
 - 1.6 "Electronic transmission" or "electronically transmitted" means any process of communication not directly involving the physical transfer of paper that is suitable for the retention, retrieval, and reproduction of information by the recipient.
 - 1.7 "Lot" shall mean and refer to any Lot designated by number as shown upon all recorded subdivision maps of Ansley Subdivision, First Addition, Ames, Story County, Iowa.
 - 1.8 "Member" shall mean and refer to every Owner of a Lot in any subdivision plat filed within Ansley Subdivision, First Addition, Ames, Story County, Iowa, including any subdivision thereof.
 - 1.9 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, 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 ("Vendee"). In the event the Vendee fails to comply with any of the terms of these Bylaws, the contract seller ("Vendor") shall comply with the terms of these Bylaws. As between a Vendor and a Vendee, there will be only one "Owner" per Lot.
 - 1.10 "Subdivision" means the real property known and described as:

Ansley Subdivision, First Addition, Ames, Story County, Iowa.
- 2 **Purpose.** The Association is a mutual benefit corporation. The general purpose for which the Corporation is organized is to perform the duties and to hold and exercise rights of a property owners' association for and on behalf of the owners of numbered lots in the Subdivision and, if approved by the board of directors, any subsequent additions or adjacent lands bound by covenant to membership of the Association.

The general purposes of the Association include, but are not limited to:

 - 2.1 promoting the health, safety, and welfare of the Members; and
 - 2.2 managing, maintaining, repairing, and improving all common areas owned by the

Association; and

- 2.3 providing to the Members any services required by the declaration of covenants for the Subdivision or the bylaws of the Association or any services assumed by the board of directors as they may, from time to time, determine are appropriate.
- 3 **Principal Office.** The initial principal office of the Association shall be located in the office of Developer. The Board may, from time to time, designate the address of the principal office and appoint the registered agent of the Association. Meetings held in person of Members and directors will be held at such places within Story County, Iowa, as may be designated by the Board.
- 4 **Members.** The Association shall have two classes of Members. The rights and duties of Members and of membership in the Association shall be subject to the following:
- 4.1 **Class R.** Class R Members shall be each owner of a Lot, with the exception of the Developer. Class R Members shall be entitled to one 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.
- 4.2 **Class D.** Developer is the sole Class D Member. The Class D Member shall be entitled to five votes for each Lot owned by Developer. The Class D membership shall cease for Lots and be converted to Class R membership for voting purposes on the happening of either of the following events, whichever occurs earliest:
- 4.2.1 When the total votes outstanding in the Class R membership equal the total votes outstanding in the Class D membership, or
- 4.2.2 On January 1, 2029.
- For assessment purposes, Class D Members shall retain that status on unimproved Lots. When a Certificate of Occupancy has been issued for a Lot owned by a Class D Member, the assessment shall convert to the Class R rate.
- 4.3 **Membership.** All owners of numbered lots in the Subdivision shall be Members of the Association. Each membership is appurtenant to the equitable ownership of each numbered Lot in the Subdivision. Each numbered Lot in the Subdivision shall have one Member who may consist of one or more persons. If the equitable ownership of a numbered Lot stands in the name of two or more persons, the act of one shall be the act of all.
- 4.4 **Registration.** It shall be the duty of each Lot Owner to register with the Secretary of the Association the fact of ownership and the address of the Owner. The Owner shall register with the Secretary of the Association the name of any tenant occupying the Lot. The Secretary shall maintain the Roll of Members (Roll). Failure of a Lot Owner to register shall not affect any obligation of such Lot Owner under the Bylaws and Rules and Regulations.
- 4.5 **Transfer.** Membership is transferred and assigned by the execution, delivery, and recording of an instrument conveying equitable title of a numbered Lot in the Subdivision in accordance with Iowa law, and acceptance of a conveyance shall constitute affirmative action evidencing consent for admission to membership in the Association. Neither membership nor a membership right is severable from the equitable title in numbered lots in the Subdivision.
- 4.6 **Suspension.** Membership rights may be suspended by the board of directors as provided

in the bylaws.

4.7 No Termination. Membership shall not be terminated, and Members may not be expelled. Resignation of a Member in the Association shall be deemed a voluntary suspension of a members rights under these Bylaws. Neither resignation nor suspension of a Member affects or limits the duties of a Member to pay assessments or otherwise comply with any declaration of covenants, the bylaws of the Association, or other Rules and Regulations.

4.8 Meetings.

4.8.1 Annual Meeting. The annual meeting of the Association shall be held during the month of November of each year at such place as may be determined by the Board.

4.8.2 Special Meeting. Special meetings of the Board or the Members of the Association shall be called by the President on written request made by the Board or on written demand by at least 25% of the Owners of the Lots. The President shall determine the date, time, and place of the meeting.

4.8.3 Electronic Meeting/Remote Participation. The Board may direct that any meeting will be held solely by means of remote communication. Members or Directors may participate in meetings by means of remote communication. If remote communication is utilized, the Board shall ensure reasonable measures to verify that the participants are entitled to vote and to allow persons participating adequate opportunity to participate contemporaneously as required by law.

4.8.4 Notice. All notices for the annual meeting and for any special meetings shall be in writing either electronically transmitted or mailed to each of the Members of the Association at their last known mailing address. If delivered in physical form, the notice is sufficient if sent by ordinary mail, postage prepaid or hand delivered, at least thirty (30) days and no more than sixty (60) days prior to the date fixed for the meeting. If delivered electronically, the notice is sufficient if sent in the electronic manner authorized and provided by the Member. Such notice shall include an agenda for the meeting of the membership, annual or special.

4.8.5 Quorum. The Members holding 50 percent plus 1 of the votes that may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of Members, a majority of the Members present may adjourn the meeting without further notice. If quorum exists, action on a matter is approved if the votes cast by the Members favoring the action exceed the votes cast opposing the action, unless a greater number is required by law. Upon a second or subsequent notice for meeting following lack of quorum, the number constituting a quorum shall be reduced by 75 percent of the previous requirement, and the notice shall include the number constituting a quorum.

4.8.6 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.

4.9 Certificates. There shall be no certificates of membership.

5 Directors. The management and affairs of this Association shall be vested in the Board in accordance with the following:

- 5.1 **Number.** The board of directors shall consist of not less than three nor more than five directors, provided that the number of directors shall always be an odd number (except when all Directors are elected by Developer). All directors shall be Members of the Association. During the period Class D Members hold the majority of votes, there may be one or two directors. The number of directors may be changed by amendment of the Bylaws of the Association.
- 5.2 **Staggered Terms.** After Class D Members cease to hold the majority of votes, the Members shall elect one-third of the directors for a term of one year, one-third for a term of two years and one-third for a term of three years; and at each annual meeting thereafter the Members shall elect one-third of the Board of Directors for a term of three years
- 5.3 **Vacancy.** Regular vacancies occurring on the Board of Directors shall be filled by election of the Members at the regular annual meeting. The Board may declare the office of a directors to be vacant in the event such director shall be absent from three consecutive regular meetings of the Board.
- 5.4 **Removal.** Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association, in which case the Members of the Association shall elect a new director. In the event of death, resignation, or removal by the Board of a director, a successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.
- 5.5 **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.
- 5.6 **Action Without 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.
- 5.7 **Meetings.** The shall meet on request of any director and at any reasonable hour or location, provided, however, that at least twelve hours' notice is given to each director. The Board may hold any meeting solely by means of remote communication. Directors may participate in meetings by means of remote communication. If remote communication is utilized, the Board shall ensure reasonable measures to verify that the participants are entitled to vote and to allow persons participating adequate opportunity to participate contemporaneously as required by law.
- 5.8 **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.
- 5.9 **Majority Rule.** All questions and deliberations before the board shall be decided by simple majority of the directors present.
- 5.10 **Powers.** The Board of Directors shall have power to:
- 5.10.1 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 a schedule of fines or other penalties for the infraction

thereof and to impose on Owners and Lots and collect fines in the manner of assessments;

5.10.2 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 days, for infraction of published rules and regulations;

5.10.3 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; and

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

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

5.11.1 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 R Members who are entitled to vote;

5.11.2 Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

5.11.3 With respect to assessments, the Board shall:

(1) Budget for ordinary and necessary expenses of the Association;

(2) Budget a reserve for extraordinary and future capital expenditures of the Association;

(3) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(4) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(5) 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;

5.11.4 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;

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

5.11.6 Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

5.11.7 Cause the Common Area to be maintained.

6 Officers. The Association shall have officers to carry out certain duties for the management of

corporate affairs described as follows.

6.1 Designation. The officers of the Association at minimum shall be President, Secretary, and Treasurer. The Association may also appoint one or more vice presidents. The officers shall be elected from among the directors 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.

6.2 President. The duties of the President shall be:

6.2.1 To conduct meetings.

6.2.2 To serve as a Member of the Board of Directors and as an ex officio Member of all regular and special committees.

6.2.3 To call special meetings as necessary.

6.2.4 To represent the organization officially.

6.2.5 To prepare the agenda for the annual meeting of the Association.

6.2.6 To prepare and give notice of meetings as required by these Bylaws.

6.3 Secretary. The duties of the Secretary shall be:

6.3.1 To record and preserve all minutes of meetings of the Association and preserve other written and printed materials pertaining to the Association.

6.3.2 To mail copies of the minutes of the annual and special meetings to all Members.

6.3.3 To receive, communicate and file correspondence relating to the Association.

6.4 Treasurer. The duties of the Treasurer shall be:

6.4.1 To have the general responsibility for the Association's funds and accounts subject to the order of the Board of Directors.

6.4.2 To maintain and keep proper books of account which at reasonable times shall be open for examination by any Member of the Association.

6.4.3 To oversee the receipt and disbursement of all funds belonging to the Association.

6.4.4 To execute all financial transactions as directed by the Board of Directors.

6.5 Combination. The office of President will not be combined with other offices. The offices of Secretary, Treasurer, or Vice President may be combined. When all Directors are elected by Developer; however, Developer or Developer's designee may perform all offices.

6.6 Removal. Any officer of the Association 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.

6.7 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors and such officer shall continue in office for the unexpired portion of the term, until a special meeting called for the purpose of filling such office, or until the next annual meeting of the Members, whichever shall first occur.

7 Notices.

7.1 Electronic. Notices and written consents may be given by electronic transmission. Notice by electronic transmission is written notice. Each written consent given by electronic transmission shall contain an electronic signature of the person giving such written consent.

7.2 **Waiver.** Any Member may waive any notice required by law or these bylaws if in writing and signed by any Member entitled to such notice, whether before or after the date and time stated in such notice. Such a waiver shall be equivalent to notice to such Member in due time as required by law or these bylaws. Any such waiver shall be delivered to the Association for inclusion in the minutes or filing with the corporate records. A Member's attendance at a meeting, in person or by proxy, waives (i) objection to lack of notice or defective notice of such meeting, unless the Member at the beginning of the meeting or promptly upon the Member's arrival objects to holding the meeting or transacting business at the meeting, and (ii) objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

8 **Assessments.** The Association has the power to levy and collect assessments from the Members.

8.1 **Purposes.** The assessments collected by this Association are to be used for the purposes set forth in the Articles of Incorporation of the Association for all Lots owned by Class R Members as provided herein. None of the assessments are to be used for Lots owned by Class D Members as therein defined.

8.2 **Maximum Assessments.** The assessment for the Association shall be assessed on an annual basis as follows:

8.2.1 Class R Members: The annual assessment shall not be more than \diamond per Lot for the first calendar year in which any Lot has been conveyed prior to January 1.

8.2.2 Class D Members: The annual assessment shall not be more than \diamond per Lot.

8.2.3 The assessment for Class R Members shall commence thirty (30) days after the Certificate of Occupancy has been issued or the house is substantially complete. The first assessment shall be adjusted according to the number of months remaining in the calendar year. The assessment for Class D Members shall commence one year following the recording of the final plat for an addition.

8.3 **Increases Without Members' Vote.** From and after January 1 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 ten percent above the maximum assessment for the previous year, all without a vote of the Members.

8.4 **Increase With Members' Vote.** From and after January 1 of the first year following the conveyance of the first Lot to an Owner, the maximum assessment may be increased above ten 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 ten percent.

8.5 **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.

8.6 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.

8.7 Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty 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:

8.7.1 A written notice of said delinquency shall be given to the Lot owner.

8.7.2 If the delinquent assessment is not paid within ten days of giving the notice of delinquency, 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 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.

8.7.3 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.

8.8 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.

9 Records. As provided by Iowa Code sections 504.1601 through 504.1611, as may be amended:

9.1 Members' Right to Information.

9.1.1 A Member is entitled to inspect and copy, during regular business hours at the Association's principal office, any of the following records of the Association: (i) Articles or restated articles of incorporation and all amendments currently in effect; (ii) bylaws or restated bylaws and all amendments currently in effect; (iii)

minutes of all Members' meetings and records of all action taken by Members without a meeting, for the past three years; (iv) all written communications to Members generally within the past three years, including the financial statements furnished for the past three years; (v) a list of the names and business addresses of the Association's current directors and officers; and (vi) the Association's most recent biennial report delivered to the Iowa Secretary of State. Provided the Member shall have given the Association written notice of the Member's demand at least five business days before the date on which the Member wishes to inspect and copy.

9.1.2 Subject to the other limitations provided, if a Member makes a demand in good faith and for a proper purpose, the Member describes with reasonable particularity the Member's purpose and the records the Member desires to inspect, and the records requested, are directly connected with the Member's stated purpose, then the Member shall be entitled to inspect and copy, during regular business hours at a reasonable location specified by the Association, any of the following records of the Association provided the Member gives the Association written notice of the Member's demand at least ten business days before the date on which the Member wishes to inspect and copy any of the following: (i) excerpts from minutes of any meeting of the board of directors, records of any actions of a committee of the board of directors while acting in place of the board of directors on behalf of the Association, minutes of any meeting of the Members, and records of action taken by the Members or the board of directors without a meeting to the extent not subject to inspection under the previous subparagraph; (ii) accounting records of the Association; and (iii) the membership list of the Association.

9.1.3 Upon written request from a Member, the Association, at its expense, shall furnish to that Member the annual financial statements of the Association, including a balance sheet and income statement and, if the annual financial statements are reported upon by a public accountant, that report must accompany them.

9.1.4 The Association may impose a reasonable charge, covering the costs of labor and material, for copies of any documents provided to the Member. The charge shall not exceed the estimated cost of production or reproduction of the records.

9.1.5 Without the consent of the board of directors, no corporate record may be obtained or used by any person for any purpose unrelated to the Member's interest as a Member.

9.1.6 The Association may, within ten days after receiving a demand for the inspection of the membership list, deliver a written offer of an alternative method of achieving the purpose identified in the demand without providing access to or a copy of the membership list. A reasonable alternative may include a Member-prepared communication mailed by the Association at the expense of the Member.

9.2 Director's Access to Records. A director is entitled to inspect and copy the books, records, and documents of the Association at any reasonable time to the extent reasonably related to the performance of the director's duties as a director, including any duties as a Member of a committee, but not for any other purpose or in any manner that would violate any duty to the Association.

- 10 **Amendments.** These bylaws may be altered, amended or repealed and new bylaws may be adopted by a majority of the directors present at any regular meeting or at any special meeting, if at least two days' written notice is given of intention to alter, amend or repeal or to adopt new bylaws at the meeting.
- 11 **Fiscal Year.** The fiscal year of the Association shall begin on January 1 and end on December 31 of each year.

Dated October 26, 2023.

ANSLEY LAND, LLC, Sole Member

By: Steven W. Burgason
 Steven W. Burgason, Manager

By: Anne F. Burgason
 Anne F. Burgason, Manager

Dated October 26, 2023.

Anne F. Burgason
 ANNE F. BURGASON, Director

Certificate

I, the undersigned, **HEREBY CERTIFY:** that the undersigned is the duly appointed, qualified, and acting secretary of Ansley Lot Owner Association Inc Homeowners Association; that the undersigned secretary has custody of the records of Ansley Lot Owner Association Inc; that the foregoing record is a true and exact copy of the record as filed and recorded in the secretary's office; that said record was duly approved by the unanimous approval of the Members of Ansley Lot Owner Association Inc authorized to vote thereon; that, under penalty of perjury and pursuant to the laws of the state of Iowa (Iowa Code § 622.1; Iowa R. Civ. P. 1.413), the statements in this certificate are true and correct.

In Witness Whereof, the undersigned has executed this certificate on behalf of *Ansley Lot Owner Association Inc* ~~Homeowners Association~~.

Dated October 26, 2023.

Anne F. Burgason
 ANNE F. BURGASON, Secretary