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ATS of Story County  
313 5th St., Ames, IA 50010,  
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Susan L. Vande Kamp, County Recorder

INSTRUMENT PREPARED BY:	Brian D. Torresi, 1416 Buckeye Ave., Ste. 200, Ames, IA 50010 (Tel: 956-3900)
RETURN TO:	Brian D. Torresi, 1416 Buckeye Ave., Ste. 200, Ames, IA 50010

**RESTRICTIVE COVENANTS AND REGULATIONS FOR  
SINGLE FAMILY HOMES  
IN SOMERSET SUBDIVISION TWENTY-THIRD ADDITION,  
AMES, STORY COUNTY, IOWA**

**WHEREAS**, the undersigned are the owners of the lots ("Lot" or the "Lots") contained in Somerset Subdivision Twenty-third Addition, Ames, Story County, Iowa (the "Subdivision"); and

**WHEREAS**, all Lots will be developed as Single Family Home Lots and governed by these covenants; and

**WHEREAS**, for their own protection and for the benefit of subsequent owners of said Lots within said Subdivision, the said owner desires to restrict the use thereof in certain particulars;

**NOW, THEREFORE**, the parties hereto, in consideration of the covenants and agreements contained herein, by these presents, covenant, bargain and agree for themselves for their successors and assigns, as follows:

1. All Lots shown as Village Houses (single family dwellings), as designated in the Final Plat for the Subdivision, shall be known and described as residential Lots and shall not be improved, used or occupied for other than private single-family residential purposes. All construction on the Lots shall conform to the architectural guidelines for Somerset Subdivision.
2. The residences to be constructed or to be permitted to remain on the Lots shall meet the following requirements:
  - a. One (1) story residences or split entry residences shall have a ground floor finished area of not less than eight hundred (800) square feet.

- b. One and one-half (1½) story residences or split-level residences shall have a ground floor finished area of not less than six hundred (600) square feet and a total finished area on the ground floor and the second floor of not less than nine hundred (900) square feet.
  - c. Two (2) story residences shall have a ground floor finishes area of not less than six hundred (600) square feet and a total finished area on the ground floor and the second floor of not less than twelve hundred (1,200) square feet.
  - d. The computation of the finished area shall not include porches, breezeways or garages.
3. No Lot shall be subdivided for the purpose of constructing more than one (1) residence per Lot.
4. No building, fence, wall or other structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition, change or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the managers, members or officers, as the case may be, of E.A. Hunziker Development, L.L.C., D & R Furman, L.L.C. and R. Friedrich and Sons, Inc. (the "**Developers**"), or by an Architectural Committee appointed by the Developers. The primary guidelines for approval are that the plans and specifications reflect harmony of external design and location in relation to surrounding structures and drainage patterns in accordance with the storm water management plan. In the event the Developer or the Architectural Committee fail to approve or disapprove a design or location within thirty (30) days following submission of the plan to them, approval shall not be required and this restriction shall be deemed met. When dwellings have been constructed on all Lots within the Subdivision, the requirements imposed by this paragraph shall terminate.
5. The following restrictions shall also constitute covenants:
  - a. There shall be no mobile homes placed or erected on any Lot.
  - b. No pre-erected dwelling shall be moved to any Lot.
  - c. All dwellings must have, at a minimum, a double attached garage or double detached garage. All dwellings must have garages off of the alley. If any alley is provided at the rear of the Lot, the garage and drive shall be off the alley and the garage front shall be three (3) feet or more from the alley right-of-way.

- d. No more than twelve (12) inches of concrete block, poured concrete or wood foundation shall be exposed on any building unless the exposed material is covered with brick, stone veneer or siding.
- e. Any dog run, trash receptacle, tool shed or other outside structure of like nature shall be properly screened by shrubbery or by a decorative fence, or both.
- f. All building structures or improvements of any kind must be completed within twelve (12) months of the commencement date of the construction and construction must begin within twelve (12) months of the date on the deed from the Developers. All excess dirt from the excavation shall be hauled from the Lot or used as a part of the final landscape plan. Any excess dirt, concrete or other debris may not be placed on other land within the Subdivision. **IF CONSTRUCTION HAS NOT BEGUN ON A LOT WITHIN TWELVE (12) MONTHS OF THE DATE ON THE DEED FROM THE DEVELOPER, THEN THE OWNER OF RECORD, AT DEVELOPER'S REQUEST, AGREES TO DEED THE PROPERTY BACK TO THE DEVELOPER FOR NINETY PERCENT (90%) OF THE ORIGINAL PURCHASE PRICE WITH NO ADJUSTMENT FOR TAXES, CLOSING COSTS OR INTEREST AT THE TIME THE DEED IS CONVEYED TO THE DEVELOPER. DEVELOPER WILL PAY ONLY FOR DEED PREPARATION, RECORDING FEES AND TRANSFER TAXES. ON ISSUANCE OF AN OCCUPANCY PERMIT FOR A RESIDENCE, THIS RIGHT TO REPURCHASE SHALL TERMINATE AS TO THAT LOT.**
- g. All homes must be built by a recognized homebuilder, defined as a homebuilder who completes at least three (3) homes per year.
- h. All finished Lots and house grades shall conform to the Developers' grading plan which may be obtained from the Developers prior to the commencement of construction.
- i. Mailboxes shall be provided by the Developers, either individual to each Lot or as cluster mailboxes, at the sole discretion of the Developers.
- j. No above ground or non-permanent swimming pool shall be permitted on any Lot.
- k. No building or structure of a temporary character and no trailer, basement, tent, shack, garage or outbuilding shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently.



- l. No recreational vehicle or boat shall be parked on a Lot for a period of time exceeding forty-eight (48) hours.
- m. No rubbish containers shall be visible from the street except on pickup day and one (1) day before and one (1) day after pickup day. Construction waste containers shall be exempt from this provision; however, the builder or Lot owner shall be responsible for keeping the construction debris contained on the Lot and in the construction waste containers.
- n. No extension towers or antennas of any kind shall be constructed, modified or permitted on any Lot except television or radio antennas of less than ten (10) feet are permitted on dwellings or garages as long as they are not visible from the street. Satellite dishes in excess of twenty-four (24) inches in diameter are not permitted and no satellite dish shall be located on the front elevation of the home.
- o. No noxious or offensive activities or odors shall be permitted on or to escape from any Lot, nor shall anything be done on any Lot which is or may become an annoyance or nuisance, either temporarily or permanently.
- p. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. Dogs must be tied, fenced or kept in a dog run or on a leash at all times.
- q. Following construction of the residential dwelling on any Lot, the entire Lot shall be timely sodded. In addition to seeding and sodding, the builder or Lot owner shall expend a minimum of five hundred dollars (\$500.00) for landscaping, excluding retaining walls, provided that the Developers shall approve any and all landscaping plans.
- r. Where the City of Ames, Iowa, requires the construction of public sidewalks, the sidewalks shall be constructed within twelve (12) months following the sale of any Lot or at the time of occupancy of any dwelling on a Lot, whichever occurs first.
- s. Textured shingles shall be used on all roofs.
- t. All dwellings may have a front porch that is six (6) to eight (8) feet deep. The porch shall be in the front yard setback area. Porch width shall be at least thirty percent (30%) of the frontage of the dwelling and no less than twelve (12) feet in length.
- u. All roof pitches shall be 6-12 or greater.

- v. No building permit shall be applied for or obtained from the City of Ames, Iowa, without the approval from the Developers' or an architect designated by the Developers.
  - w. All outdoor light fixtures shall be designed, installed and maintained to prevent light trespass beyond the boundaries of the Lot. "Full cutoff" outdoor light fixtures which emit no light at or above the horizontal plane of the fixture shall be utilized for all dusk to dawn light fixtures exceeding three hundred (300) lumens and for all manually switched or occupancy sensor switched fixtures exceeding one thousand (1,000) lumens. Christmas lighting or other temporary outdoor lighting shall be exempt from this provision.
  - x. Each Lot owner shall keep the Lot free of weeds and debris and shall take all necessary steps to control erosion from the Lot. All Lot owners shall implement appropriate erosion control measures before, during and after construction. These measures may include silt fences, ground cover and seeding over exposed areas. If, in the opinion of the Developers, erosion is not properly controlled, corrective action may be taken and the costs assessed against the Lot owner.
  - y. The front yard build-to line shall be fifteen (15) feet on Village Houses. The minimum side yard setback shall be five (5) feet and the minimum rear yard setback shall be fifteen (15) feet on all single family homes.
6. There shall be no fences or barriers allowed in the rear ten (10) feet or the side six (6) feet on a rear or side lot line abutting a common area, as shown or further identified in the architectural guidelines of Somerset Subdivision.
7. Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Lot owner shall be the sole responsible permittee for the Lot with respect to compliance with the terms, provisions and requirements of any NPDES Storm Water Discharge Permit No. 2 and any storm water pollution prevention plan that includes the Lot.

During the ownership of the Lot, the Lot owner shall protect, defend, indemnify and hold the Developer and other Lot owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys' and consultants' fees caused by, or in any manner related to: (1) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot; and/or (2) any alleged violation of any NPDES or storm water discharge rule or regulation.


8. All of these restrictions shall be deemed to be covenants running with the land and shall endure and be binding upon all parties hereto, their successors and assigns, for a period of twenty-one (21) years from the date of the recording of

these covenants, unless claims to continue any interest in the covenants are filed as provided by law.

9. In case of violation of any of the covenants, any person then owning a Lot in said Subdivision or the City of Ames, Iowa, is authorized to resort to an action of law or equity for relief, either by injunction or in damages, against the person so violating said covenants.
10. Invalidation of any of these covenants by judgment or court order shall in no way affect the validity of any of the other provisions, but they shall remain in full force and effect.

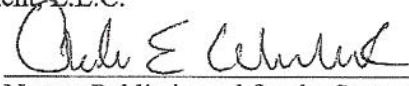
Dated at Ames, Iowa this 14<sup>th</sup> day of April, 2009.

**E.A. HUNZIKER DEVELOPMENT, L.L.C.**

By:   
Dean E. Hunziker, Manager

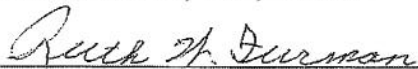
STATE OF IOWA, STORY COUNTY, SS:

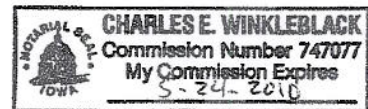
This instrument was acknowledged before me on this 14<sup>th</sup> day of April, 2009, by Dean E. Hunziker as a Manager of E.A. Hunziker Development, L.L.C.

  
Notary Public in and for the State of Iowa

**D & R FURMAN, L.L.C.**

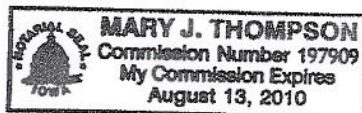
By: DONALD AND RUTH FURMAN REVOCABLE TRUST  
DATED MARCH 1, 1991, Member

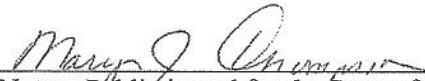
By:   
Ruth W. Furman, Co-Trustee



STATE OF IOWA, STORY COUNTY, SS:

This instrument was acknowledged before me on this 14<sup>th</sup> day of April, 2009, by Ruth W. Furman as Co-Trustee of the Donald and Ruth Furman Revocable Trust dated March 1, 1991 as the Member of D & R Furman, L.L.C.



  
Notary Public in and for the State of Iowa



**R. FRIEDRICH AND SONS, INC.**

By: Reinhard K. Friedrich  
Reinhard K. Friedrich, President

By: Robert K. Friedrich  
Robert K. Friedrich, Vice President

STATE OF IOWA, STORY COUNTY, SS:

This instrument was acknowledged before me on this 14<sup>th</sup> day of April, 2009, by Reinhard K. Friedrich and Robert K. Friedrich as President and Vice President, respectively, of R. Friedrich and Sons, Inc.

Charles E. Winkleblack  
Notary Public in and for the State of Iowa

