

STATE OF IOWA }
Story County
Entered for taxation this 18th
day of June A.D. 1999
Judy R. Emmons RSD
County Auditor

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99-08048
INST. NO.
STORY COUNTY, IOWA
FILED FOR RECORD 1254
JUN 18 1999 PM
SUSAN L. VANDE KAMP, Recorder
RECORDING FEE \$ 26.00
AUDITOR'S FEE \$ -

RETURN TO:
(ew)

Instrument prepared by:

Deborah S. Krauth, 1416 Buckeye, Ste. 200, Ames, Iowa 50010; (515) 232-3921

**RESTRICTIVE COVENANTS AND REGULATIONS FOR
SOMERSET ROW HOUSES
IN SOMERSET SECOND ADDITION**

WHEREAS, the undersigned are the owners of the lots contained in Somerset Subdivision Second Addition to Ames, Iowa; and

WHEREAS, for their own protection and for the benefit of subsequent owners of lots within said subdivision, the said owners desire to restrict the use thereof in certain particulars;

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

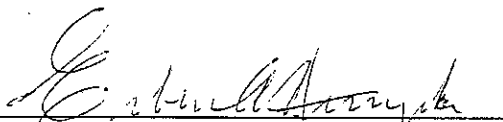
1. All lots shown as Row House lots as designated in the final plat shall be known and described as residential lots and shall not be improved, used or occupied other than for residential purposes. All construction shall conform to Somerset architectural guidelines.
2. None of the lots shall be subdivided for the purpose of constructing more than one residence per lot. Two-story residences shall have a ground floor finished area of not less than 600 square feet and a total finished area on the ground floor and the second floor of not less than 1,200 square feet.
3. No building, fence, wall or other structure shall be commenced, erected or maintained on any lot, nor shall any exterior addition, change or alteration thereon 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 to Erben A. Hunziker, as Trustee of the Erben A. Hunziker Revocable Trust dated July 28, 1992; Donald M. Furman and Ruth W. Furman, as Trustees of the Donald and Ruth Furman Revocable Trust dated March 1, 1992; and R. Friedrich and Sons, Inc., hereinafter referred to as "Developers," or by an architect designated 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.

4. The following restrictions shall also constitute covenants:
- a. No mobile homes shall be placed or erected on any lot.
 - b. No pre-erected dwelling shall be moved onto any lot, except that wall panels may be used.
 - c. All dwellings must have, at a minimum, a double attached garage or double detached garage.
 - d. Trash receptacles or other outside structures shall be properly screened by shrubbery, by a decorative fence, or both.
 - e. All building structures or improvements of any kind must be completed within twelve (12) months of the commencement date of the construction.
 - f. No swimming pools shall be permitted on any lot.
 - g. No building or structure of temporary character and no trailer, basement, tent, shack, garage or outbuildings shall be used at any time as a residential dwelling on any lot, either temporarily or permanently.
 - h. No recreational vehicle or boat shall be parked on a lot for a period of time longer than 24 hours.
 - i. No rubbish containers shall be visible from the street except on pickup day and one day before and one day after pickup day.
 - j. No extension towers nor antennas of any kind shall be constructed, modified or permitted on any lot. Television or radio antennas are permitted on dwellings or garages if they are not visible from the street.
 - k. 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.
 - l. 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. One (1) dog and/or one (1) cat shall be permitted as long as it meets the requirement for same, a copy of which shall be signed and kept on file at the Row House Homeowner's Association office for each pet.

- m. Following construction of the residential dwelling on any lot, the entire lot shall be sodded. In addition to the sod, the owner of the lot shall install landscaping as per Somerset requirements. All landscaping plans must be approved by the Village Architect. Additional landscaping to be placed in front yard shall be approved by the Somerset Row House Association.
 - n. When the City of Ames requires the construction of public sidewalks, the sidewalks shall be constructed within one year after the sale of any lot or at the time of occupancy of any dwelling on the lot, whichever occurs first.
 - o. Textured shingles shall be used on all roofs.
 - p. All build to lines and setbacks shall conform to the master Row House plan.
 - q. All homes must comply with the master architectural elevations in all respects.
 - r. Mail boxes shall be provided as per specification attached.
 - s. The City shall not issue building permits without approval from Developers or Developers' architect.
 - t. All homes shall have a rot iron fence as required in the master architectural elevations.
5. 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.
6. 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.
7. 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.

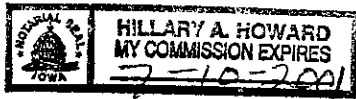
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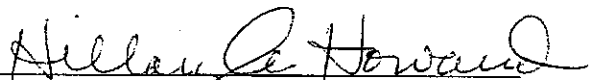
Dated at Ames, Iowa this 15th day of June 1999.


Erben A. Hunziker, as Trustee of the
Erben A. Hunziker Revocable Trust
dated July 28, 1992

STATE OF IOWA, STORY COUNTY, ss:

On this 15th day of June 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Erben A. Hunziker, as Trustee of the Erben A. Hunziker Revocable Trust dated July 28, 1992, as to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.




Notary Public in and for the State of Iowa

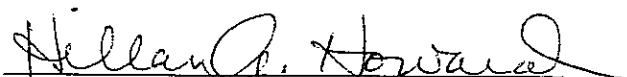

Donald M. Furman, as Trustee of the
Donald and Ruth Furman Revocable
Trust dated March 1, 1991


Ruth W. Furman, Trustee of the
Donald and Ruth Furman Revocable
Trust Dated March 1, 1991

STATE OF IOWA, STORY COUNTY, ss:

On this 15th day of June, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Donald M. Furman and Ruth W. Furman, as Trustees of the Donald and Ruth Furman Revocable Trust dated March 1, 1991, as to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that the persons, as the fiduciaries, executed the instrument as the voluntary act and deed of the persons and of the fiduciaries.




Notary Public in and for the State of Iowa

R. Friedrich & Sons, Inc.

By Reinhard K. Friedrich
Reinhard K. Friedrich, President

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

STATE OF IOWA, STORY COUNTY, ss:

On this 15th day of June, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Reinhard K. Friedrich and Robert K. Friedrich, Jr., to me personally known, who being by me duly sworn, did say that they are the President and Vice President, respectively, of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Reinhard K. Friedrich and Robert K. Friedrich, Jr., as such officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Hillary A. Howard
Notary Public in and for the State of Iowa