

**RESTRICTIVE COVENANTS AND REGULATIONS FOR
VILLAGE APARTMENTS
IN SOMERSET TWELFTH ADDITION**

WHEREAS, the undersigned are the owners of Lots 37 through 42 contained in Somerset Subdivision Twelfth 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, in consideration of the covenants and agreements, by these presents, covenant, bargain and agree among themselves and for their successors and assigns, as follows:

1. 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 Hunziker and Margaret Hunziker Development, L.L.C.; D & R Furman, L.L.C.; 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 and meet use restrictions set by the City.
2. The following restrictions shall also constitute covenants:
 - a. No mobile homes shall be placed or erected on any lot.
 - b. No pre-fabricated dwellings shall be moved onto any lot, except that wall sections may be used.

- c. Trash receptacles shall be properly screened by an approved fence.
- d. All building structures or improvements of any kind must be completed within twelve (12) months of the commencement date of the construction.
- e. No swimming pools shall be permitted on any lot.
- f. No building or structure of 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.
- g. No recreational vehicle or boat shall be parked on a lot for a period of time longer than 24 hours.
- h. No rubbish containers shall be visible from the street except on pickup day.
- i. 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.
- j. 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.
- k. 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 yards shall be approved by the Somerset Village Apartment Association.
- l. 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.
- m. Textured shingles shall be used on all roofs.
- n. All build to lines and setbacks shall conform to the Somerset master plan.
- o. Mail boxes shall be located on or in buildings.

- p. All construction shall comply with the Architectural Guidelines and shall be approved by the Developer's architect prior to issuance building permits.
- q. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. Household pets may be kept only on registration with apartment management and execution of a pet owner agreement governing the keeping of household pets.
- r. On Lot 42, the garage must have at least one window on the street façade for every two garage stalls in the garage adjacent to Kent Avenue. In addition, the street façade must have a minimum of three feet above-grade brick or masonry wainscoating for the entire façade. In addition, a garden wall shall be installed on the portion of the street frontage of the parking area not containing a structure.
3. 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.
4. 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.
5. 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 7 day of January 2003.

ERBEN HUNZIKER AND MARGARET HUNZIKER
DEVELOPMENT, L.L.C.

By: *Dean E. Hunziker*
Dean E. Hunziker, Manager

STATE OF IOWA, STORY COUNTY, ss:

On this 7 day of January, 2003, before me, Notary Public in and for the State of Iowa, personally appeared Dean E. Hunziker, to me personally known, who being by me duly sworn did say that that person is the Manager of said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Dean E. Hunziker acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



Rebecca H. Barclay
Notary Public in and for the State of Iowa

D & R FURMAN, L.L.C.

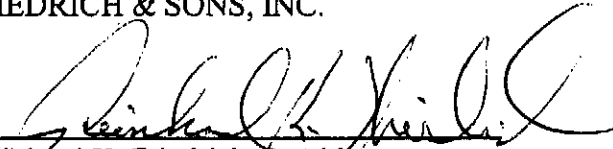
By: *Donald M. Furman*
Donald M. Furman, as Co-Trustee of the
Donald and Ruth Furman Revocable
Trust Dated March 1, 1991, Member


STATE OF IOWA, STORY COUNTY, ss:

On this 7 day of January, 2003, before me, Notary Public in and for the State of Iowa, personally appeared Donald M. Furman, Co-Trustee, to me personally known, who being by me duly sworn did say that that person is a Member of said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Donald M. Furman acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Rebecca H. Barclay
Notary Public in and for the State of Iowa

R. FRIEDRICH & SONS, INC.

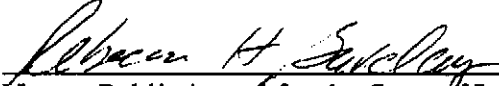
By: 
Reinhard K. Friedrich, President

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

STATE OF IOWA, STORY COUNTY, ss:

On this 7 day of January, 2003, 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 with 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.




Notary Public in and for the State of Iowa