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Susan L. Vande Kamp, County Recorder

INSTRUMENT PREPARED BY:	Brian D. Torresi, 2605 Northridge Pkwy., Ste. 101, Ames, IA 50010 (515) 288-2500
RETURN TO:	Brian D. Torresi, 2605 Northridge Pkwy., Ste. 101, Ames, IA 50010

**RESTRICTIVE COVENANTS AND REGULATIONS FOR
COUNTRY HOUSES, SIDE YARD HOUSES, AND VILLAGE APARTMENTS IN
SOMERSET SUBDIVISION TWENTY-FIFTH ADDITION,
AMES, STORY COUNTY, IOWA**

WHEREAS, the undersigned are the owners of Lots One (1) through Twenty-eight (28) ("Lot" or the "Lots") contained in Somerset Subdivision Twenty-fifth Addition, Ames, Story County, Iowa (the "Subdivision"); and

WHEREAS, Lot One (1) through Lot Six (6) and Lot Twenty-one (21) through Lot Twenty-five (25) will be developed as Country Houses (collectively, the "Country House Lots"), Lot Seven (7) through Lot Twenty (20) will be developed as Side Yard Houses (collectively, the "Side Yard House Lots"), and Lot Twenty-six (26) through Lot Twenty-eight (28) will be developed as Village Apartments (collectively, the "Village Apartment Lots"), and governed by these restrictive covenants and regulations; 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 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. All owners of the Side Yard House Lots shall be members of the Somerset 25th Townhome Association (the "Association"). The Association shall be governed by Bylaws and other organizational documents. Additionally, all owners of the Country House Lots, although they shall not be members of the

Association, shall be liable for the annual payment to the Association of one hundred fifty dollars and 00/100 (\$150.00) (the "Country House Lot Annual Dues") to share in the costs related to the upkeep and maintenance of common areas in the Subdivision. The Association may increase the Country House Lot Annual Dues no more than five percent (5%) each year at the annual meeting of the members of the Association held in accordance with the Bylaws.

3. The residences to be constructed or to be permitted to remain on the Country House Lots shall meet the following requirements:
 - a. One (1) story residences shall have a ground floor finished area of not less than one thousand three hundred (1,300) 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 eight hundred (800) square feet and a total finished area on the ground floor and the second floor of not less than one thousand six hundred (1,600) square feet.
 - c. Two (2) story residences shall have a ground floor finished area of not less than eight hundred (800) square feet and a total finished area on the ground floor and the second floor of not less than one thousand six hundred (1,600) square feet.
 - d. The computation of the finished area shall not include porches, breezeways or garages.

4. The residences to be constructed or to be permitted to remain on the Side Yard House Lots shall meet the following requirements:
 - a. One (1) story residences shall have a ground floor finished area of not less than nine hundred (900) 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 eight hundred (800) square feet and a total finished area on the ground floor and the second floor of not less than one thousand two hundred (1,200) square feet.
 - c. Two (2) story 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 one thousand two hundred (1,200) square feet.
 - d. The computation of the finished area shall not include porches, breezeways or garages.

5. No Lot shall be subdivided for the purpose of constructing more than one (1) residence per Lot; however, parts of Lots may be conveyed to adjoining Lot owners for any other purpose.
6. 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 Heartland Development, LLC (the "Developer"), or by an Architectural Committee appointed by the Developer. 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. When dwellings have been constructed on all Lots within the Subdivision, the requirements imposed by this paragraph shall terminate.
7. 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.
 - 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. Exposed foundations must be painted to blend with exterior wall finishes.
 - e. 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 Developer. 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.**

- f. All homes must be built by a recognized homebuilder, defined as a homebuilder who completes at least three (3) homes per year.
- g. All finished Lots and house grades shall conform to the Developer's grading plan which may be obtained from the Developer during construction.
- h. All mailboxes shall be placed in accordance with United States Postal Service regulations. Individual mailboxes will not be permitted. Cluster mailboxes will be provided by the United States Postal Service.
- i. No above ground or non-permanent swimming pool shall be permitted on any Lot.
- j. 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. No tool sheds, utility buildings or playhouses shall be placed on any Lot.
- k. No recreational vehicle, camper, boat or truck rated larger than three quarters ($\frac{3}{4}$) of a ton shall be parked on a Lot for a period of time exceeding forty-eight (48) consecutive hours or for more than thirty (30) days in any calendar year.
- l. 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.
- m. 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 thirty-six (36) inches in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dishes or parabolic devices shall be mounted on the rear elevation or the rear half of the side elevation only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation.

- n. 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.
- o. 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.
- p. Following construction of the residential dwelling on any Lot, the front yard and side yards shall be sodded. Fifteen (15) feet of the rear yard, measured from the rear of the dwelling, shall be sodded. The remainder of the yard shall be seeded or sodded. In addition to seeding and sodding, the builder or Lot owner shall expend a minimum of one thousand dollars (\$1,000.00) for landscaping. Landscaping shall include at least one (1) one and one-half (1½) inch caliper tree. The purchaser of any Lot shall plant the necessary trees to comply with the City of Ames, Iowa, streetscape plan. All street trees shall be planted within twelve (12) months of the issuance of a certificate of occupancy by the City of Ames, Iowa.
- q. 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.
- r. Except on Country House Lots and Village Apartment Lots, 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.
- s. All retaining walls shall be constructed of stone or masonry product. No wood landscaping timbers shall be used to construct retaining walls, except that window well retaining walls that are not visible above grade may be constructed using wood landscaping timbers.
- t. Roof materials should be slate, tile, cedar shakes, or composite shingles. Composite shingles shall be architectural grade, minimum thirty (30) year warranty. Shingle colors shall be compatible with and complimentary to the exterior materials and colors. White or white blend roof materials are not acceptable.
- u. 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, but shall remain in place no longer than six (6) weeks annually.

- v. 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 Developer, erosion is not properly controlled, corrective action may be taken and the costs assessed against the Lot owner.

- w. Lots shall not have tool sheds or other outside structures constructed or placed on the Lots. Chain link fences are not permitted. If a fence is installed, it must be a two (2) pattern fence. The plans for the fence shall be approved by the Developer.

- x. Once a dwelling is sold and occupied, signage shall be limited to (i) address signage, (ii) owner identification signs, (iii) "For Sale" signs, (iv) "Garage Sale" signs, (v) special event signs (such as birthdays, graduations, or anniversaries, hereafter "Event Signs") (vi) political signs and (vii) other signs approved in writing by the Developer. "For Sale" signs shall only be displayed while a dwelling is for sale and must be removed the day following the closing of the sale. "Garage Sale" and Event Signs shall only be displayed one (1) day before the sale or event and during the sale or event and must be removed by the day following the sale or event. Political signs shall only be displayed up to two (2) weeks prior to an election, the day of the election, and must be removed by the day following the election. Political signs not related to an election shall be displayed for a maximum of two (2) weeks. Other signs permitted by the Developer shall be displayed for such times as authorized by the Developer. All signs shall be limited to no more than thirty-nine (39) inches in width by twenty-four (24) inches in height and shall be professionally constructed. No hand painted signs will be allowed. Except for address and owner identification signs, no signs shall be erected on any building elevation, erected so that is visible through window or glass openings or, except for vehicles with professionally made business signage on the vehicles, attached to vehicles parked within the neighborhood.

- y. The Lots are hereby designated as Country House Lots and shall comply with Village Residential Zoning Ordinances of the City of Ames, Iowa applicable to Country Houses.
8. 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.
9. 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.
10. 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.
11. 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 8th day of October, 2013.

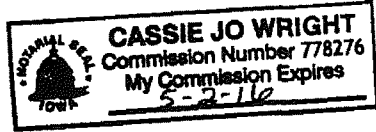
HEARTLAND DEVELOPMENT, LLC

By: Kurt W. Friedrich
Kurt W. Friedrich, Manager

By: Richard J. Johansen
Richard J. Johansen, Manager

STATE OF IOWA, STORY COUNTY, SS:

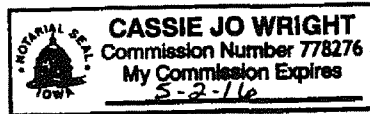
This record was acknowledged before me on this 8 day of October, 2013, by Kurt W. Friedrich as a Manager of Heartland Development, LLC.



Cassie Wright
Notary Public in and for the State of Iowa
My commission expires 5-2-16

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this 8 day of October, 2013, by Richard J. Johansen as a Manager of Heartland Development, LLC.



Cassie Wright
Notary Public in and for the State of Iowa
My commission expires 5-2-16