
Instrument prepared by: Deborah S. Krauth, 1416 Buckeye, Ste. 200, Ames, Iowa 50010; (515) 233-3000

**RESTRICTIVE COVENANTS AND REGULATIONS FOR
COUNTRY HOUSES AND VILLAGE HOUSES
IN SOMERSET SUBDIVISION TWENTY-FIRST ADDITION**

WHEREAS, the undersigned are the owners of Lots 1 through 42 contained in Somerset Subdivision Twenty-first Addition to Ames, Iowa ("Lots"); 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; and

WHEREAS, it is anticipated that Lots 30 and 31 will be owned by a nonprofit entity for construction of a multi-resident facility and shall not be subject to those restrictions at paragraphs 1, 2 and 3 hereunder;

NOW, THEREFORE, the parties hereto, 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 shall be known and described as residential Lots and shall not be improved, used or occupied for other than private single-family residential purposes.
2. The residences to be constructed or to be permitted to remain on all Lots shall meet the following requirements:
 - a. One-story residences shall have a ground floor finished area of not less than 1,200 square feet.
 - b. One and one-half story residences or split-level residences shall have a ground floor finished area of not less than 800 square feet and a total finished area on the ground floor and the second floor of not less than 1,500 square feet.

- c. Two-story residences shall have a ground floor finished area of not less than 750 square feet and a total finished area on the ground floor and the second floor of not less than 1,500 square feet.
 - d. The computation of the floor area shall not include porches, breezeways or garages.
3. No Lot shall be subdivided for the purpose of constructing more than one residence per Lot; however, parts of Lots may be conveyed to adjoining Lot owners for any other purpose.
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 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 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.

When dwellings have been constructed on all Lots within Somerset Subdivision Twenty-first Addition to Ames, Iowa, 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 basement double garage.
 - d. No more than twelve 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. Lots shall not have tool sheds or other outside structures constructed or placed on the Lots. Chain link fences will not be permitted. If a fence is

installed, it must be a two-pattern fence. The plans for the fence shall be approved by the Somerset Homeowners Association, Inc. or by the Developers or their designated committee.

- f. All building structures or improvements of any kind must be completed within twelve months of the commencement date of the construction. 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 12 MONTHS OF THE DATE ON THE DEED FROM DEVELOPERS, THE OWNER OF RECORD, AT DEVELOPER'S REQUEST, AGREES TO DEED THE PROPERTY BACK TO DEVELOPERS FOR 90% OF THE ORIGINAL PURCHASE PRICE. THERE WILL BE NO ADJUSTMENT FOR TAXES, CLOSING COSTS OR INTEREST FROM THE TIME OF THE ORIGINAL PURCHASE OF THE LOT AT THE TIME THE DEED IS CONVEYED TO DEVELOPERS. DEVELOPERS 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 which shall be a homebuilder who completes construction of at least three new homes annually.
- h. All finished Lots and house grades shall conform to the Developer's grading plan which may be obtained from the Developers prior to construction.
- i. All mailboxes shall be placed according to United States Postal Service regulations. Individual mailboxes will not be permitted. Cluster boxes will be provided by the Postal Service.
- 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. No tool sheds, utility buildings or play houses shall be placed on any Lot.
- l. No tent, trailer, boat, camper, motor home or truck rated larger than ¾-ton or other movable or temporary structure or enclosure shall be maintained or

parked on any Lot or street within public view for more than a total of thirty (30) days in any calendar year or forty-eight (48) consecutive hours.

- m. No rubbish containers shall be visible from the street except on pickup day and one day before and one 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. Satellite dishes or parabolic devices in excess of twenty (20) 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.
- o. 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.
- p. 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.
- q. 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 on a leash at all times.
- r. Following construction of the residential dwelling on any Lot, the front yard and side yard(s) shall be timely 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 \$1,000 for landscaping. The landscaping shall include at least one 1½-inch caliper tree. The purchaser of any Lot shall plant the necessary trees to comply with the City 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.

- s. When the City of Ames 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.

- t. 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.
- u. Lots 1 through 20 are designated Country House lots and shall comply with Village Residential Zoning Ordinances regarding country houses. Lots 21 through 42, except Lots 30 and 31, are designated Village House lots and shall comply with Village Residential Zoning Ordinances regarding village houses.
- v. 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 Declarant. "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 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 weeks. Other signs permitted by Declarant shall be displayed for such times as authorized by Declarant. All such signs shall be limited to no more than 39" wide and 24" high 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.
- 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 300 lumens and for all manually switched or occupancy sensor switched fixtures exceeding 1000 lumens. Christmas lighting or other temporary outdoor lighting shall be exempt from this provision, but shall remain in place no longer than six weeks annually.

- x. Each Lot owner shall keep the Lot free of weeds and debris and shall take all necessary steps to control erosion on 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 Developers, erosion is not properly controlled, corrective action may be taken and the costs assessed against the Lot owner.

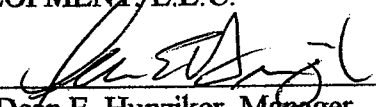
- 6. All of these restrictions shall be deemed to be covenants running with the land and shall endure and be binding upon all parties hereto, their successors and assigns, for a period of twenty-one (21) years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law.

- 7. 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.

- 8. 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.

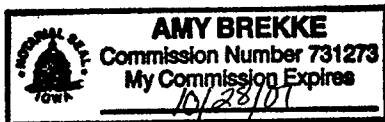
Dated at Ames, Iowa this 30th day of January 2006.

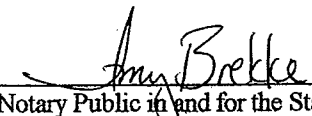
**ERBEN HUNZIKER AND MARGARET HUNZIKER
DEVELOPMENT, L.L.C.**

By: 
Dean E. Hunziker, Manager

STATE OF IOWA, STORY COUNTY, ss:

On this 30th day of January, 2006, 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.



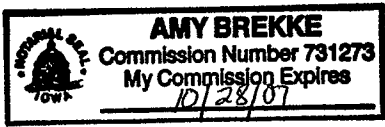

Notary Public in and for the State of Iowa

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 30th day of January, 2006, 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.



Amy Brekke
Notary Public in and for the State of Iowa

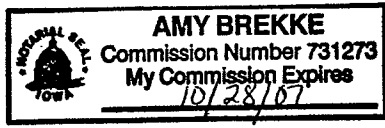
R. FRIEDRICH & SONS, INC.

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 30th day of January, 2006, 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.



Amy Brekke
Notary Public in and for the State of Iowa

ARCHITECTURAL PATTERN GUIDELINES

GENERAL CONDITIONS

For Single-Family Detached

NOTE: The following conditions have been developed as a basis for design decisions. Deviations from the following requirements are permitted only with a variance. This variance request must demonstrate the appropriateness and authenticity of the particular style or design. Deviations based on cost or hardship will not be permitted.

Massing

1. Main Body
 - a. No more than two houses to be constructed with the same street elevation design on the same street face within one block. One block is the distance between 2 intersections or 300', whichever is less.

Exterior Walls

1. Materials
 - a. Siding (Note that is highly recommended that wood or cementitious horizontal siding be used).
 - Wood
 - Cementitious planks
 - Brick
 - Metal
 - Vinyl
 - Cedar shingles
 - Stone
 - Stucco
 - b. Foundation walls
 - Concrete block with brick veneer.
 - Poured concrete with insulation system and thin set brick veneer panels.
 - EIFS, brick, or cement board may be installed over foundation wall at grade.
2. Form
 - a. Walls may be built of not more than three materials and shall only change material along a horizontal line with the heavier material below the lighter (i.e., wood above masonry).
 - b. Wood siding shall consist of drop siding, clapboard, cedar shingles, or board and batten. Siding shall not be angled. All exposed wood to be sealed with paint or stain.
 - c. Wood shingles shall be maximum 8" exposure to weather and shall be machine cut with bottom edges aligned.
 - d. Wood drop siding, clapboard shall be maximum 6" exposure to weather.

Roofs

1. Materials
 - a. Roofing
 - Asphalt shingles Laminated shingle. Product standard: "Timberline" by GAF.
 - Wood shingles
 - Slate
2. Form
 - a. Roof on main body to be appropriate for the house style selected. Roof pitch shall also be as is appropriate to the house style.
 - b. No more than 2 gables facing the street.

Building Trim

1. Materials
 - a. Doors, windows, and cornices shall be trimmed, unless trimming is not appropriate to the house style.
 - b. Door, window, and cornice trim shall be prefabricated metal, plastic or vinyl or wood moldings and compositions constructed with materials for exterior use. Paint or seal all exposed surfaces.

Doors

1. Form
 - a. The front door cannot be placed more than 4' behind the build to line, except when a covered porch is located at the front door, then the front door can be placed up to 8' behind the build to line.
 - b. Garage doors facing a street shall be a maximum of 9' wide.

Front Porches

1. A stoop or porch with a flat area in excess of forty square feet requires a roof. If the porch exceeds 14 feet in length, a railing will be required if a railing is appropriate for the architectural style of the house.

Chimneys

1. Form
 - a. Fireplace enclosures and chimneys shall extend to top of roof.

COMMUNITY PATTERNS

Fences and Garden Walls

1. Definitions
 - a. Picket Fence: Front yard decorative fencing.
 - b. Privacy Fence: Side and rear yard fencing.
 - c. Garden Wall: Side and rear yard fencing of masonry construction.
2. Materials
 - a. Picket fences shall be made of vinyl, wrought iron, aluminum, cedar or pressure treated wood. Color: white, natural wood or black.
 - b. Privacy fences shall be made of cedar, pressure-treated wood, vinyl, wrought iron, or other approved wood fencing by the Developer. Color: white or natural wood.
 - c. Garden walls shall be brick or stone minimum 8" thick with a horizontal coping.
 - d. Gates may be constructed of wood, iron, or aluminum.
 - e. Masonry piers to be minimum 12" square made of brick or stone.
3. Form
 - a. See Zoning Regulations for Fence Height Regulations.
 - Picket fence front, side and rear yard.
 - Privacy fence and garden wall side and rear yard only.
 - b. Privacy fences are to be multi-patterned, with a horizontal pattern break at 3'-0" minimum.
 - c. Fences shall have a maximum void of 2" and minimum void of 3/4".

Mail Boxes (Detached Residential)

1. Mailboxes shall be consistent with boxes installed.

Planting Patterns

1. Form
 - a. A minimum of 10% of the open ground in the front yard to be planted with landscape materials other than grass. It is recommended to edge the front porch with screening material.