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212 SE 16th Street, Ames, IA 50010  
File No. Courtesy

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Instrument: 2016- 00006326  
Date: Jul 07, 2016 02:39:14P  
Rec Fee: 40.00 E-Com Fee: 1.00  
Aud Fee: .00 Trans Tax: .00  
Rec Management Fee: 1.00  
Non-Standard Fese Fee: .00  
Filed for record in Story County, Iowa  
Stacie L. Herridge, County Recorder

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

**RESTRICTIVE COVENANTS AND REGULATIONS FOR  
SCENIC VALLEY SUBDIVISION SECOND ADDITION,  
AMES, STORY COUNTY, IOWA**

**WHEREAS**, the undersigned is the owner of Lots One (1) through Twenty-eight (28) (each, a "Lot" or collectively, the "Lots") contained in Scenic Valley Subdivision Second Addition, Ames, Story County, Iowa (the "Subdivision"); and

**WHEREAS**, Lot One (1) through Lot Twenty (20) (collectively, the "Townhome Lots") shall be developed as townhome lots, and Lot Twenty-one (21) through Lot Twenty-eight (28) (collectively, the "Single Family Lots") shall be developed as single-family residential lots; and

**WHEREAS**, all of the Lots will be developed and governed by and in accordance with 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. The Single Family 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. All owners of Lots shall be members of the Scenic Valley Property Owners Association, Inc. (the "General Association"). The General Association shall be governed by Bylaws and other organizational documents that set forth the duties and obligations of such owners with respect to the ownership of Lots within the Subdivision.

3. All owners of the Townhome Lots shall be members of the Scenic Valley Townhome Association, Inc. (the "Townhome Association") in addition to also being members of the General Association. The Townhome Association shall be governed by Bylaws and other organizational documents that set forth the duties and obligations of such owners with respect to the ownership of Townhome Lots within the Subdivision.
4. The residences to be constructed or to be permitted to remain on the Single Family Lots shall meet the following requirements:
  - a. One (1) story residences shall have a ground floor finished area of not less than one thousand four hundred (1,400) square feet.
  - b. One and one-half (1½) story residences, two (2) story residences, and split-level residences shall have a total finished area on the ground floor and second floor or split-level of not less than one thousand seven hundred (1,700) square feet.
  - c. The computation of the total finished area shall not include porches, breezeways or garages.
5. No Single Family Lot shall be subdivided for the purpose of constructing more than one (1) residence per Single Family Lot; however, parts of Single Family Lots may be conveyed to adjoining owners for any other purpose.
6. No building, fence, wall or other structure shall be commenced, erected, or maintained on any Single Family 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 Hunziker Development Company, LLC (the "Developer"), or by an Architectural Committee appointed by the Developer (the "Committee"). 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. Notwithstanding anything herein to the contrary, approval of any plans and specifications may be granted or withheld in the sole and absolute discretion of the Developer or the Committee. When dwellings have been constructed on all Single Family Lots within the Subdivision, the requirements imposed by this paragraph shall terminate.
7. The following restrictions shall also constitute covenants with respect to Single Family Lots:
  - a. There shall be no mobile homes placed or erected on any Single Family Lot.

- b. No pre-erected dwelling shall be moved to any Single Family Lot.
- c. All dwellings on Single Family Lots must have, at a minimum, a double attached 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.
- e. The Single Family Lots may have fences, the style of which shall be brick, wood, vinyl, or black chain link. Notwithstanding, alternative fencing materials may be used if prior approval of such use is granted by the Developer or the Committee.
- 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 Developer. All excess dirt from the excavation shall be *hailed from the Single Family 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 SINGLE FAMILY LOT WITHIN TWELVE (12) MONTHS OF THE DATE ON THE DEED FROM THE DEVELOPER, THEN THE OWNER OF RECORD, AT THE 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. THE 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 SINGLE FAMILY LOT.**
- g. All homes must be built by a recognized homebuilder, defined as a homebuilder who completes at least three (3) new homes per year.
- h. All finished Single Family Lots and house grades shall conform to the Developer's grading plan which shall be obtained from the Developer at the closing of the purchase of said Single Family Lots. Finished floor elevations must be submitted to the Developer or the Committee for approval at the time of the submittal of the plans and specifications for construction in accordance with Paragraph 6.

- i. 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.
- j. No above ground or non-permanent swimming pool shall be permitted on any Single Family Lot.
- k. 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 Single Family Lot, either temporarily or permanently. Tool sheds, utility buildings or play houses may be placed on any Single Family Lot; however, the area of said auxiliary structures shall not exceed one hundred forty-four (144) total square feet and said auxiliary structures shall be constructed using materials that are the same or substantially similar in type and quality to those materials used to construct the primary dwelling.
- l. No recreational vehicle, camper, tent, boat, or truck rated larger than three quarters ( $\frac{3}{4}$ ) of a ton shall be maintained or parked on a Single Family Lot or street within public view for a period of time exceeding forty-eight (48) consecutive hours or for more than thirty (30) total days in any calendar year.
- 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 Single Family Lot owner shall be responsible for keeping the construction debris contained on the Single Family Lot and in the construction waste containers.
- n. No extension towers or antennas of any kind shall be constructed, modified, or permitted on any Single Family Lot except television or radio antennas of less than ten (10) feet are permitted on dwellings or garages. Satellite dishes or parabolic devices 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.
- o. No noxious or offensive activities or odors shall be permitted on or to escape from any Single Family Lot, nor shall anything be done on any Single Family 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 Single Family 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 (which includes electric or invisible fences), or kept in a dog run or on a leash at all times.
- q. Following construction of the residential dwelling on any Single Family Lot, the front yard and side yards shall be sodded. Twenty-five (25) 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. The requirement for sod shall be waived where a permanent underground irrigation system is installed on the Single Family Lot. In addition to seeding and sodding, the builder or Single Family Lot owner shall expend a minimum of two thousand dollars (\$2,000.00) for landscaping. Landscaping in the front yard shall include at least one (1) one and one-half (1½) inch caliper tree. The Developer shall plant the necessary trees to comply with the City of Ames, Iowa, streetscape plan and the builder or Single Family Lot owner shall pay the costs therefor. All street trees shall be planted within twelve (12) months of the issuance of a certificate of occupancy by the City of Ames, Iowa.
- 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 Single Family Lot from the Developer or at the time of occupancy of any dwelling on a Single Family Lot, whichever occurs first.
- s. All retaining walls shall be constructed of stone or masonry product.
- 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. Notwithstanding, alternative roofing materials may be used if prior approval of such use is granted by the Developer or the Committee.
- u. All outdoor light fixtures shall be designed, installed, and maintained to prevent light trespass beyond the boundaries of the Single Family 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 Single Family Lot owner shall keep the Single Family Lot free of weeds and debris and shall take all necessary steps to control erosion from the Single Family Lot. All Single Family 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 Single Family Lot owner.
  
- w. 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 four (4) 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.
  
- x. No motor vehicles shall be allowed on any Outlots. In the event of any damage to land, vegetation, or improvements on an Outlot that is traceable to a Single Family Lot, monetary damages shall be assessed against the Single Family Lot responsible for such damage and said damage shall be treated as an assessment for any and all applicable property owners associations to which the Single Family Lot is subject for the purpose of placing a lien against the responsible Single Family Lot.
  
- y. The topography of the Subdivision is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Single Family Lot shall be subject to and benefitted by

such easements as may exist from the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time; and all Single Family Lot owners shall have such rights and obligations with respect thereto as may be provided by such laws.

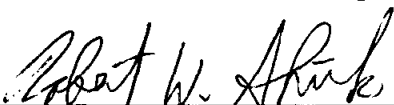
- z. Any construction or earth moving on any Single Family Lot shall be in compliance with all laws relating to storm water discharge permitting. The owner of any Single Family Lot shall be the solely responsible permittee for the Single Family Lot with respect to compliance with all terms, provisions, and requirements of any NPDES Storm Water Discharge Permit No. 2 and any storm water pollution prevention plan which includes the Single Family Lot. During the ownership of the Single Family Lot, the Single Family Lot owner shall protect, defend, indemnify, and hold the Developer and the other owners of the Lots harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs, and/or attorneys and consultant 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 Single Family 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.
11. This instrument may be amended upon the recording of a written instrument executed by the owners of at least seventy-five percent (75%) of the Lots within the Subdivision. Any amendment to this instrument must be filed for record in the office of the Recorder of Story County, Iowa. For the purposes of this Paragraph 11, each Lot shall be deemed to have one (1) owner, and each said owner shall be entitled to one (1) vote for each Lot owned.
12. The provisions of this instrument and any amendments hereto may be extended for an additional period beyond the initial twenty-one (21) year period by the owners of seventy-five percent (75%) of the Lots within the Subdivision by filing

a verified claim in the office of the Recorder of Story County, Iowa, within the initial twenty-one (21) year period. For the purposes of this Paragraph 12, each Lot shall be deemed to have one (1) owner, all as provided in the preceding paragraph.

13. For purposes of this Paragraph 13 the term "Common Elements" shall mean a wall in common or "party wall" as referenced in Section 29.410 of the Ames Municipal Code and Chapter 563 of the Iowa Code and that portion of the roof lying immediately above a wall in common. Each Townhome Lot owner shall keep his or her portion of the Common Elements in good repair so as not to cause damage to the adjoining Townhome Lot owner's portion of the Common Elements and each Townhome Lot owner shall share equally in the cost of maintaining, repairing, or replacing any Common Elements located between said Townhome Lot owner's Townhome Lot and any other Townhome Lot. Any and all repairs to or replacements of the Common Elements shall be performed with the same or similar materials as existed within or upon the Common Elements at the time the need for repair or replacement arose. Additionally, each Townhome Lot owner hereby grants to the owner of an adjoining Townhome Lot on which Common Elements are located between them, an easement over, upon, across, and under that portion of the Townhome Lot on which the Common Elements are constructed.

**HUNZIKER DEVELOPMENT COMPANY, LLC**

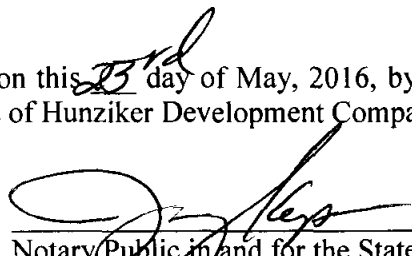
By:   
Charles E. Winkleblack, Manager

By:   
Robert W. Shirk, Manager

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this 23<sup>rd</sup> day of May, 2016, by Charles E. Winkleblack and Robert W. Shirk, as the Managers of Hunziker Development Company, LLC.



  
Notary Public in and for the State of Iowa  
My commission expires 3/11/17