

Instr. Number: 2018-03194
Recorded: 4/23/2018 at 9:22:55.0 AM
Recording Fee: \$12.00
Transfer Tax:
Stacie L. Herridge - Recorder
Story County, Iowa

SPACE ABOVE RESERVED FOR OFFICIAL USE	
Legal Description:	See Page 2.
Return document to:	F.J. Feilmeyer, Attorney at law, P.O. Box 664, Ames, IA 50010 – 515-232-4732 – fjf@singerlaw.com
Document prepared by:	F.J. Feilmeyer, Attorney at law, P.O. Box 664, Ames, IA 50010 – 515-232-4732 – fjf@singerlaw.com

Verified Claim

STATE OF IOWA, COUNTY OF STORY, SS:


I, Franklin J. Feilmeyer, being first duly sworn upon oath or affirmation, state that the following statements are true as I verily believe:

There was filed in the office of the Recorder of Story County, Iowa, on October 16, 1997, and recorded as **Instrument No. 97-11163** a certain *Declaration of Covenants, Conditions, and Restrictions for Somerset Subdivision*. There was filed in the office of the Recorder of Story County, Iowa, on October 16, 1997, and recorded as **Instrument No. 97-11165** a subdivision plat, including *Restrictive Covenants and Regulations for Somerset Single Family Homes, Second Addition* and a *Declaration of Lot Categories*. These are collectively described in this record as the "Covenants." The Covenants are binding upon, and this Verified Claim is made with respect to, the lands more particularly described in the Covenants and as shown in the attached Exhibit A (collectively described in this record as the "Real Property").

I acquired title in fee simple absolute to **Lot 50, Somerset Subdivision Second Addition, Ames, Story County, Iowa**, which is a part of the Real Property and subject to the Covenants, by a Warranty Deed filed in the office of the Recorder of Story County, Iowa on November 15, 2001 and recorded as **Instrument No. 01-15841**.

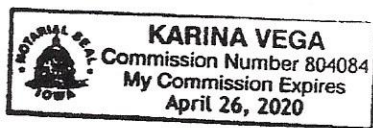
In accordance with sections 614.24 and 614.25 of the Code of Iowa (2018) and the terms of said Covenants, I hereby claim, for myself and for all other owners of an interest in the Real Property and our successors and assigns, the benefits and burdens of said Covenants for an additional period of twenty-one years from and after October 16, 2018.

Dated April 20, 2018.


FRANKLIN J. FEILMEYER

STATE OF IOWA, COUNTY OF STORY, SS.:

This record was acknowledged before me on April 20, 2018 by Franklin J. Feilmeyer.




NOTARY PUBLIC

Exhibit A
Legal Description

The Real Property shown and described in the Covenants is as follows:

A part of the North half of the Northeast Quarter of Section 33, Township 84 North, Range 24 West of the 5th P.M., Story County, Iowa; described as follows:

Beginning at the Southwest corner of the Northeast Quarter of the Northeast Quarter of Section 33, Township 84 North, Range 24 West of the 5th P.M., Story County, Iowa; thence North 89° 38' 28" East, 21.50 feet along the South line of the Northeast Quarter of the Northeast Quarter of said Section 33; thence North 00° 10' 15" West, 233.00 feet; thence North 89° 38' 28" East, 249.24 feet; thence South 00° 21' 32" East, 233.00 feet; thence North 89° 38' 28" East, 207.53 feet along the South line of the Northeast Quarter of the Northeast Quarter; thence North 00° 21' 32" West, 570.00 feet; thence South 89° 36' 26" East, 130.00 feet along the South line of the Northwest Quarter of the Northeast Quarter of said Section 33 to the Point of Beginning;

and

Commencing at the Southeast corner of the Northwest Quarter of the Northeast Quarter of Section 33, Township 84 North, Range 24 West of the 5th P.M., Story County, Iowa; thence South 89° 36' 26" West, 130.00 feet along the South line of the Northwest Quarter of the Northeast Quarter of said Section 33, to the Point of Beginning; thence continuing South 89° 36' 26" West, 184.25 feet along the South line of the Northwest Quarter of the Northeast Quarter; thence North 00° 23' 34" West, 198.00 feet; thence South 89° 36' 26" West, 174.00 feet; thence South 14° 37' 26" West, 202.66 feet; thence Northwesterly, along the centerline of Story County Project F-68, Ames-Gilbert 1968, located on F.A.S. Route 438, and along an 818.6-foot radius curve, concave Northeasterly, an arc distance of 1,235.80 feet (the long chord bears North 43° 07' 40" West, 1,121.72 feet); thence North 00° 07' 31" East, 505.86 feet along the West line of the Northwest Quarter of the Northeast Quarter; thence North 89° 27' 46" East, 2,605.21 feet along the North line of the North Half of the Northeast Quarter; thence South 00° 28' 42" East, 1,339.10 feet along the East line of the Northeast Quarter of the Northeast Quarter; thence South 89° 38' 28" West, 830.75 feet along the South line of the Northeast Quarter of the Northeast Quarter; thence North 00° 21' 32" West, 570.00 feet; thence South 89° 38' 02" West, 609.03 feet; thence South 00° 21' 32" East, 570.00 feet to the Point of Beginning;

EXCEPT Lots 1 and 2, Somerset Subdivision First Addition, Ames, Story County, Iowa;

and

Somerset Subdivision Second Addition, Ames, Story County, Iowa.

[Note: The intent of this record is solely to restate the areas described in the Covenants. Any error or inconsistency between the legal description in this record and the Covenants should be resolved in favor of the Covenants.]

99-09110
INST. NO. _____
STORY COUNTY, IOWA
FILED FOR RECORD 324
JUL 08 1999 PM
SUSAN L. VANDE KAMP, Recorder
RECORDING FEE \$ 11.00
AUDITOR'S FEE \$ _____

V
M
D
R
CS

RETURN TO:

Instrument prepared by: _____ (enw.)
Deborah S. Krauth, 1416 Buckeye, Ste. 200, Ames, Iowa 50010; (515) 232-3921

**RESTRICTIVE COVENANT
SOMERSET SECOND ADDITION
LOTS 14 AND 15**

WHEREAS, the undersigned are the owners of Lots Fourteen (14) and Fifteen (15) in Somerset Second Addition to Ames, Iowa; and,

WHEREAS, a covenant is required pursuant to the terms of a real estate contract dated July 13, 1994 and filed in the office of the Recorder of Story County, Iowa, as Instrument No. 94-11352 on October 20, 1994;

NOW, THEREFORE, the parties agree as follows:

1. All improvements on these lots shall be single family residences.
2. All residences on these lots shall have not less than 1,800 square feet of finished floor area exclusive of basement or garage.

Dated at Ames, Iowa this 2 day of July 1999.

J. Duane Strah
J. Duane Strah

William J. Fisher
William J. Fisher

Carol M. Strah
Carol M. Strah

Joan E. Fisher
Joan E. Fisher

STATE OF IOWA, STORY COUNTY, ss:

On this 25 day of June, 1999, before me, a Notary Public in and for the State of Iowa, personally appeared J. DUANE STRAH and CAROL M. STRAH, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

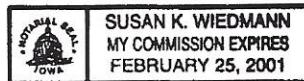


Angela J. Hardy
Notary Public in and for the State of Iowa

STATE OF IOWA, STORY COUNTY, ss:

On this 2nd day of July, 1999, before me, a Notary Public in and for the State of Iowa, personally appeared WILLIAM J. FISHER and JOAN E. FISHER, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Susan K. Wiedmann
Notary Public in and for the State of Iowa



99-09110(2)

FILED
MAY 20 1999
AM

INST. NO. 99-06591
STORY COUNTY, IOWA
FILED FOR RECORD 250
~~AM~~ MAY 20 1999 PM
SUSAN L. VANDE KAMP, Recorder SVK
RECORDING FEE \$ 16.00
AUDITOR'S FEE \$

RETURN TO: (enw)
Instrument prepared by:
Deborah S. Krauth, P.O. Box 2230, Ames, Iowa 50010; (515) 232-3921

RESTRICTIVE COVENANT
SOMERSET SECOND ADDITION
LOTS 14, 15, 16, 17, AND 18

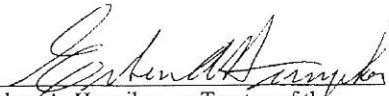
WHEREAS, the undersigned are the owners of Lots Fourteen (14), Fifteen (15), Sixteen (16), Seventeen, and Eighteen (18) in Somerset Second Addition to Ames, Iowa; and,

WHEREAS, a covenant is required pursuant to the terms of a real estate contract dated July 13, 1994 and filed in the office of the Recorder of Story County, Iowa, as Instrument No. 94-11352 on October 20, 1994;

NOW, THEREFORE, the parties agree as follows:

1. All improvements on these lots shall be single family residences.
2. All residences on these lots shall have not less than 1,800 square feet of finished floor area exclusive of basement or garage.

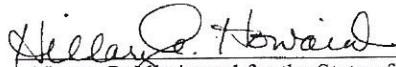
Dated at Ames, Iowa this 8th day of April 1999.


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

STATE OF IOWA, STORY COUNTY, ss:

On this 8th day of April 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.



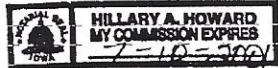

Hillary A. Howard
Notary Public in and for the State of Iowa

Hunziker, Shirk, Christy Builders, Inc.

By *Erben A. Hunziker*
Erben A. Hunziker, President
By *Robert W. Shirk*
Robert W. Shirk, Secretary

STATE OF IOWA, STORY COUNTY, ss:

On this 8th day of April, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Erben A. Hunziker and Robert W. Shirk, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, 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 Erben A. Hunziker and Robert W. Shirk, 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.



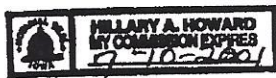
Hillary A. Howard
Notary Public in and for the State of Iowa

Jon Hunziker Construction, Inc.

By *Jon Hunziker*
Jon Hunziker, President

STATE OF IOWA, STORY COUNTY, ss:

On this 13th day of May, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jon Hunziker, to me personally known, who being by me duly sworn, did say that he the 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 he, as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.



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

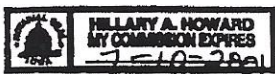
99-06591 (2)

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

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

STATE OF IOWA, STORY COUNTY, ss:

On this 8th day of April, 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.



Hillary A. Howard
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 8th day of April, 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

99-06591 (3)

Document Prepared By:
Deborah S. Krauth, P.O. Box 847, Ames, IA 50010-0847; 515-232-1761

**RESTRICTIVE COVENANTS AND REGULATIONS FOR
SOMERSET SINGLE FAMILY HOMES
- 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 the 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 Village Cottages, Country Houses and Village Houses (single family dwellings) as designated in the final plat shall be known and described as residential lots and shall not be improved, used or occupied for other than private single family residential purposes, except that a church property including parking may be permitted in residential or commercial zones. All construction shall conform to Somerset architectural guidelines.

2. The residences to be constructed or to be permitted to remain upon Single Family lots that are 65 feet or less in width at the front building line shall meet the following requirements:

- a. One-story residences or split entry residences shall have a ground floor finished area of not less than 800 square feet.
- b. One and one-half story residences or split-level 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 900 square feet.
- c. 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.

97- 11165 (17)

- d. The computation of the floor area shall not include porches, breezeways or garages.

3. The residences to be constructed or to be permitted to remain upon Single Family lots that are in excess of 65 feet wide at the front building line shall meet the following requirements:

- a. One-story residences or split entry residences shall have a ground floor finished area of not less than 1,000 square feet.
- b. One and one-half story residences or split-level residences shall have a ground floor finished area of not less than 900 square feet and a total finished area on the ground floor and the second floor of not less than 1200 square feet.
- c. Two-story residences shall have a ground floor finished area of not less than 700 square feet and a total finished area on the ground floor and the second floor of not less than 1,400 square feet.
- d. The computation of floor area shall not include porches, breezeways or garages.

4. None of the lots shall be subdivided for the purpose of constructing more than one residence per lot.

5. 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 by 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, 1991; 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.

When dwellings have been constructed on all lots within Somerset Subdivision Second Addition to Ames, Iowa, the requirements imposed by this paragraph shall terminate.

6. 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, except that wall panels may be used.
 - c. All dwellings must have, at a minimum, a double attached garage, basement double garage or double detached garage. Lots 65 feet wide and less may have a one-car garage subject to Developer approval.
 - i. Country Houses may have an attached or detached garage. If garage doors face the street, the garage shall not be in the front of the Frontage Line.
 - ii. Single Family Homes other than Country House may have an attached or detached garage. If garage doors face the street, ~~the front of the garage shall be 18 feet or more back of the front of the house unless there is a six-foot or eight-foot front porch, in which case the front on the garage may be a minimum of ten feet back from the front line of the house.~~ If any alley is provided at the rear of the lot, the garage and drive shall be off the alley and the garage front shall be 3 feet or more from the alley R.O.W.; however, a 15 foot setback for garages is recommended.
 - d. No more than twelve inches of concrete block, poured concrete or wood foundation shall be exposed on any building unless such exposed material shall be painted or covered with brick, stone veneer or siding.
 - e. Any dog run, trash receptacle, tool shed or other outside structure of like nature shall be properly screened by shrubbery or by a decorative fence, or both.
 - f. All building structures or improvements of any kind must be completed within twelve months of the commencement date of the construction.
 - g. No above ground or non-permanent swimming pools shall be permitted on any lot.

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- h. No building or a 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.
 - i. No recreational vehicle or boat shall be parked on a lot for a period of time longer than 48 hours.
 - j. No rubbish containers shall be visible from the street except on pickup day and one day before and one day after pickup day.
 - k. No extension towers, no 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.
 - l. 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.
 - m. 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.
 - n. Following construction of the residential dwelling on any lot, the front yard and side yard shall be sodded. Fifteen feet of the rear yard, measured from the rear of the dwelling structure, shall also be sodded. The remainder of the lot shall be seeded or sodded. In addition to the sod and seeding, the owner of the lot shall expend the sum of \$500.00 for additional landscaping. All landscaping plans must be approved by the Developers. Additional landscaping to be placed in front yards shall be approved by Somerset Property Owners Association, Inc.
 - o. 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 a lot, whichever occurs first.
 - p. Textured shingles shall be used on all roofs.

- q. The front yard build-to line shall be 20 feet on Country Houses and 15 feet on Village Houses and Village Cottages. The minimum side yard setback shall be 5 feet and minimum rear yard setback shall be 15 feet on all single family homes.
- r. All homes may have a front porch 6 feet to 8 feet deep. The porch shall be in the front yard setback area. Porch width shall be at least 30% of the frontage of the house and no less than 12 feet in length.
- s. All roof pitches shall be 6-12 or greater.
- t. All homes shall be of colonial character including colonial muntins on all windows facing a street.
- u. Mail boxes shall be provided as per specification attached.
- v. The City shall not issue building permits without approval from Developers or Developers' architect.

7. There will be no fences or barriers allowed in the rear ten feet or the side six feet on a rear or side lot line abutting a common area. Refer to Somerset architectural guidelines.

8. All of these restrictions shall be deemed to be covenants running with the land and shall endure and be binding upon the parties hereto, their successors and assigns, for a period of twenty-one 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 any of the other provisions, but shall remain in full force and effect.

Dated at Ames, Iowa, this 3rd day of October, 1997.

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

STATE OF IOWA, STORY COUNTY, ss:

On this 2nd day of October, 1997, 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.



Susan K. Olson
Notary Public in and for the State of Iowa

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

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

STATE OF IOWA, STORY COUNTY, ss:

On this 3rd day of October, 1997, 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.



Jeannie A. Stolee
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 2nd day of October, 1997, 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.

Jeannie A. Stolee
Notary Public in and for the State of Iowa

