

6/2/98

**RESTRICTIVE COVENANTS AND REGULATIONS FOR  
SOMERSET TOWNHOMES  
IN SOMERSET THIRD ADDITION**

WHEREAS, the undersigned are the owners of the lots contained in Somerset Subdivision Third 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, covenants, bargain and agree among themselves, and for their successors and assigns as follows:

1. All lots shown as Townhome lots 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 residential purposes. All construction shall conform to Somerset architectural guidelines.
2. None of the lots shall be subdivided for the purpose of constructing more than one residence per lot.
  - 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 500 square feet and a total finished area on the ground floor and the second floor of not less than 1000 square feet.
3. 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 specification 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, 1992; 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 Third Addition to Ames, Iowa, the requirements imposed by this paragraph shall terminate.

4. 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, or double detached garage.
- 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) Trash receptacle or other outside structure 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 (12) months of the commencement date of the construction.
- g) No swimming pools shall be permitted on any lot.
- 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 24 hours.
- j) No rubbish containers shall be visible from the street except on pickup day and one day before and on 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. One (1) Dog and/or one (1) cat shall be permitted as long as it meets the requirement for same, a copy of which shall be signed and kept on file at the Townhome Homeowner's Association office for each pet.

Following construction of the residential dwelling on any lot, the entire 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 Somerset Townhome Owners Association.

- n) 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.
  - o) Textured shingles shall be used on all roofs.
  - p) All build to lines and setbacks shall conform to the master Townhome plan.
  - q) All homes may have a front porch 6 feet to 8 feet deep. The porch shall be in the front yard setback area.
  - r) All roof pitches shall be 6-12 or greater.
  - s) All homes shall be of design character as per the Architectural Guidelines. Exterior siding shall be masonry or steel.
  - t) Mail boxes shall be provided as per specification attached.
  - u) The City shall not issue building permits without approval from Developers or Developers' architect.
5. 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 (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.
  6. 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.
  7. 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, as Trustee of  
the Erben A. Hunziker Revocable  
Trust dated July 28, 1992

STATE OF IOWA, STORY COUNTY, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, 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.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

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

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

STATE OF IOWA, STORY COUNTY, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally 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 fiduciary, executed the instrument as their voluntary act and deed of the persons and of the fiduciary.

\_\_\_\_\_  
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 \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally Reinhard K. Friedrich and Robert K. Friedrich, Jr., to me 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.

\_\_\_\_\_  
Notary Public in and for the State of Iowa