

Filed By / Return To: ATS of Story County  
212 SE 16th Street, Ames, IA 50010  
File No. COATES

~~I~~ Instrument: 2016- 00011718  
~~M~~ Date: Nov 22, 2016 10:18:44A  
~~D~~ Rec Fee: 35.00 E-Com Fee: 1.00  
~~G~~ Aud Fee: .00 Trans Tax: .00  
~~R~~ Rec Management Fee: 1.00  
Non-Standard Page 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  
SINGLE FAMILY HOMES IN  
HAYDEN'S CROSSING SUBDIVISION SECOND ADDITION,  
AMES, STORY COUNTY, IOWA**

**WHEREAS**, the undersigned, Hunziker Development Company, LLC, an Iowa limited liability company (the "Developer"), is the owner of Lots One (1) through Twenty-four (24) (each, a "Lot" or collectively, the "Lots") contained in Hayden's Crossing Subdivision Second Addition, Ames, Story County, Iowa (the "Subdivision"); and

**WHEREAS**, all Lots will be developed as Single Family Homes 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.
2. All Lot owners (an "Owner" or collectively, the "Owners") shall be members of Hayden's Crossing Homeowner's Association, Inc. (the "Association"). The Association shall be governed by Bylaws and other organizational documents that shall set forth the duties and obligations of the Owners with respect to the ownership of the Lots within the Subdivision.
3. The residences to be constructed or to be permitted to remain on the Lots shall meet the following requirements:

- a. One (1) story residences shall have a ground floor finished area of not less than one thousand five hundred (1,500) 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 eight hundred (1,800) square feet.
  - c. The computation of the total finished area shall not include porches, breezeways or garages.
4. 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.
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 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 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.
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.
  - c. All dwellings 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. Exposed foundations must be painted to blend with exterior wall finishes.
  - e. Fences shall be prohibited except for underground, invisible fences used for animal control or containment.
  - 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 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 EIGHTEEN (18) 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 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 Lots and house grades shall conform to the Developer's grading plan which shall be obtained from the Developer prior to the commencement of construction.
- 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 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 playhouses shall be placed on any Lot.
- l. No tent, trailer, recreational vehicle, camper, boat, truck rated larger than three quarters ( $\frac{3}{4}$ ) of a ton, or other movable or temporary structure, shall be maintained or parked on a 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 Lot owner shall be responsible for keeping the construction debris contained on the Lot and in the construction waste containers.

- n. 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. 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 Lot, nor shall anything be done on any 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 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, controlled or contained within the Lot by an underground, invisible fence, or on a leash at all times.
- q. Following construction of the residential dwelling on any Lot, the front, side, and rear yards shall be sodded. The requirement for sod shall be waived where a permanent underground irrigation system is installed on the Lot. In addition sodding, the builder or Lot owner shall install a minimum of ten (10): (i) 3-gallon shrubs, (ii) 1-gallon perennials, or (iii) a combination of 3-gallon shrubs and 1-gallon perennials, with either mulch or rock ground cover. The shrubs and/or perennials shall be located in the front yard of a Lot. No phosphorus may be used on any Lot.
- 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 Lot from the Developer or at the time of occupancy of any dwelling on a Lot, whichever occurs first.
- 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. 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.
- x. Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The owner of any

Lot shall be the solely responsible permittee for the 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 Lot. During the ownership of the Lot, the 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 sold waste from the Lot; and/or (2) any alleged violation of any NPDES or storm water discharge rule or regulation.

7. For purposes of this Paragraph 7 the term “Conservation Easement” shall mean the definition referenced in Section 23.201(18) of the Ames Municipal Code and Chapter 457A of the Iowa Code. The legal descriptions of any and every Conservation Easement granted to the City of Ames, Iowa upon the platting of the Subdivision shall be noted on the Final Plat of the Subdivision and on an easement document to be recorded with the Final Plat of the Subdivision. Each Lot owner shall strictly comply with the restrictions set forth in Division VI of Chapter 23 of the Ames Municipal Code and the Conservation Management Plan for the Subdivision as approved by the Municipal Engineer of the City of Ames, Iowa with respect to the management and ownership of any areas within the Subdivision encumbered by a Conservation Easement. The Association shall be charged with enforcing said restrictions on any Lot not owned by the Association, and furthermore, the Association shall be ultimately responsible for the enforcement of said restrictions on any outlots owned by the Association. In furtherance of said charge, the owners of Lots shall be liable for dues to the Association in such amounts as the Association deems adequate to comply with the requirements of Division VI of Chapter 23 of the Ames Municipal Code.
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

Dated at Ames, Iowa this 10<sup>th</sup> day of October, 2016.

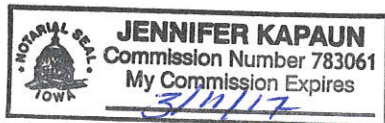
**HUNZIKER DEVELOPMENT COMPANY, LLC**

By: Robert W. Shirk  
Robert W. Shirk, Manager

By: Charles E. Winkleblack  
Charles E. Winkleblack, Manager

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this 10<sup>th</sup> day of October, 2016, by Robert W. Shirk and Charles E. Winkleblack, as the Managers of Hunziker Development Company, LLC.



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