

Filed By / Return To: ATS of Story County  
212 SE 16th Street, Ames, IA 50010  
File No. 08-1443

~~1  
M  
D  
G  
R~~

Instrument: 2008- 00007601  
Date: Jul 07, 2008 03:15:59P  
Rec Fee: 15.00 E-Cow Fee: 1.00  
Aud Fee: .00 Trans Tax: .00  
Rec Management Fee: 1.00  
Non-Standard Page Fee: .00  
Filed for record in Story County, Iowa  
Susan L. Vande Kamp, County Recorder

---

Instrument prepared by and return to: Brian D. Torresi, 1416 Buckeye Ave., Ste. 200, Ames, Iowa 50010; (515) 956-3900

---

**RESTRICTIVE COVENANTS AND REGULATIONS FOR  
LOTS 1 THROUGH 4 IN  
NORTHRIDGE HEIGHTS SUBDIVISION TWELFTH ADDITION**

WHEREAS, the undersigned are the owners of Lots 1 through 4 contained in Northridge Heights Subdivision Twelfth Addition to Ames, Iowa (hereinafter collectively referred to as the "Lots" or individually as a "Lot"); and

WHEREAS, all Lots shall be developed in accordance with and be governed by these Restrictive Covenants and Regulations; and

WHEREAS, for their own protection and for the benefit of subsequent owners of lots, including the Lots, within said subdivision, the said owners desire to restrict the use thereof in certain particulars;

NOW, THEREFORE, the parties hereto, in consideration of the covenants and agreements, by these presents, covenant, bargain and agree among themselves and for their successors and assigns, as follows:

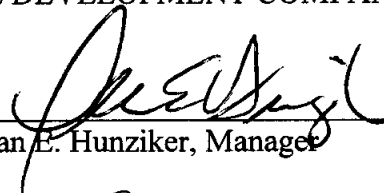
1. The Lots, as shown, identified and designated in the final plat of Northridge Heights Subdivision Twelfth Addition shall be known and described as commercial lots and shall not be improved, used or occupied other than for commercial purposes. All construction shall conform to the City of Ames, Iowa, Convenience Commercial Node guidelines.
2. All Lot owners shall be members of the Northridge Heights Homeowner's Association (the "Association"). The Association shall be governed by Bylaws filed of record in the office of the Story County Recorder, and dues for the Association shall be specified in said Bylaws
3. The following restrictions shall also constitute covenants:
  - a. All building structures or improvements of any kind must be


completed within twelve (12) months of the commencement date of construction.

- b. No building or structure of temporary character and no trailer, basement, tent, shack, garage or outbuildings shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently.
  - c. No recreational vehicle or boat shall be parked on a Lot for a period of time longer than twenty-four (24) hours.
  - d. No extension towers nor antennas of any kind shall be constructed, modified or permitted on any Lot except those constructed, modified or permitted in accordance with or pursuant to the Ames Municipal Code.
  - e. 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.
5. 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.
6. In case of violation of any of the covenants, any person then owning a lot, including the Lots, 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 the validity of any of the other provisions, but they shall remain in full force and effect.

Dated at Ames, Iowa this 7<sup>th</sup> day of July, 2008.


UTHE DEVELOPMENT COMPANY, L.L.C.

By   
Dean E. Hunziker, Manager

By   
Robert K. Friedrich, Jr., Manager

STATE OF IOWA            )  
  )ss:  
COUNTY OF STORY        )

On this 7 day of July, 2008, before me, Notary Public in and for the State of Iowa, personally appeared Robert K. Friedrich, Jr. and Dean E. Hunziker, to me personally known, who being by me duly sworn did say that these persons are Managers 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 Robert K. Friedrich, Jr. and 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

