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File No. *Courtesy*

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Instrument: 2016- 00006563
Date: Jul 14, 2016 12:18:43P
Rec Fee: 35.00 E-Com 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
Stacie L. Herridge, County Recorder

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**RESTRICTIVE COVENANTS AND REGULATIONS FOR
TOWNHOMES IN
SUNSET RIDGE SUBDIVISION SEVENTH ADDITION,
AMES, STORY COUNTY, IOWA**

WHEREAS, the undersigned, Hunziker Land Development Company, L.L.C., an Iowa limited liability company (the "Developer"), is the owner of Lots One (1) through Twenty (20) (each, a "Lot" or collectively, the "Lots") contained in Sunset Ridge Subdivision Seventh Addition, Ames, Story County, Iowa (the "Subdivision"); and

WHEREAS, all Lots will be developed as townhomes 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 the Sunset Ridge Property Owners Association (the "General Association"). The General Association shall be governed by Bylaws of the General Association as filed in the office of the Recorder of Story County, Iowa, on August 25, 2008, as Instrument No. 08-09616, and other organizational documents of the General Association, as amended. Additionally, each Lot shall be subject to the terms and conditions of that certain Declaration of Covenants and Conditions Sunset Ridge Subdivision, Ames, Story County, Iowa (the "Declaration"), dated June 15, 2005,

and filed in the office of the Recorder of Story County, Iowa, on June 20, 2005, as Instrument No. 05-07113, as said Declaration was supplemented by that certain Supplemental Declaration of Covenants and Conditions for Cottage Homes Sunset Ridge Subdivision Ames, Story County, Iowa, dated February 13, 2006, and filed in the office of the Recorder of Story County, Iowa, on February 15, 2006, as Instrument No. 06-01947. Additionally, all Owners shall be members of the Sunset Ridge 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 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. Two (2) story residences on Lots One (1) through Twenty (20) shall have a total finished area on the ground floor and second floor of not less than one thousand four hundred (1,400) square feet.
 - b. 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 or wall 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.
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.
 - e. No fences are permitted.

- 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.
- 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 may be obtained from the Developer during 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.
- 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, fenced, or kept in a dog run or on a leash at all times.
- q. Following construction of the residential dwelling on any Lot, the entire yard shall be timely sodded. The requirement for sod shall be waived where a permanent underground irrigation system is installed on the Lot. In addition to seeding and sodding, the builder or Lot owner shall expend a minimum of one thousand dollars (\$1,000.00) for landscaping. Landscaping 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 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 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. 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.
8. 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.
9. 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.
10. 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 10, 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.
11. 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 11, each Lot shall be deemed to have one (1) owner, all as provided in the preceding paragraph.
12. For purposes of this Paragraph 12 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 Lot owner shall keep his or her portion of the Common Elements in good repair so as not to cause damage to the adjoining Lot owner's portion of the Common Elements and each Lot owner shall share equally in the cost of maintaining, repairing, or replacing any Common Elements located between said Lot owner's Lot and any other 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 Lot owner hereby grants to the owner of an adjoining Lot on which Common Elements are

located between them, an easement over, upon, across, and under that portion of the Lot on which the Comment Elements are constructed.

Dated at Ames, Iowa this 12th day of July, 2016.


HUNZIKER LAND DEVELOPMENT COMPANY, L.L.C.

By: 
Dean E. Hunziker, Manager

By: 
Charles E. Winkleblack, Manager

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this 12th day of July, 2016, by Dean E. Hunziker and Charles E. Winkleblack, as the Managers of Hunziker Land Development Company, L.L.C.


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

