

02-08563

INST. No. 02-08563
STORY COUNTY, IOWA
FILED FOR RECORD

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SUSAN L. VANDE KAMP, Recorder *SSW*
REC. FEE \$ 21.00 AUD. FEE \$

RETURN TO:

Instrument Prepared By: Deborah S. Krauth, 1416 Buckeye, Ste. 200, Ames, Iowa 50010; 515-232-3921

**RESTRICTIVE COVENANTS FOR
LONGVIEW SUBDIVISION FIRST ADDITION**

WHEREAS, the undersigned are the owners of the lots contained in the **LONGVIEW SUBDIVISION FIRST ADDITION TO THE CITY OF AMES, IOWA**, and

WHEREAS, for their own protection and for the benefit of subsequent owners of the lots within and said subdivision, the said owners desire to restrict the use of Lots 1 through 38 in certain particulars;

NOW THEREFORE, the parties hereto 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. Lots 1 through 38 within this addition are hereby restricted to residential use and uses related to the convenience and enjoyment of such residential use. No more than three unrelated persons shall occupy, use, purchase, own, rent, or live in any of the homes.
2. No structure of temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be used on any portion of a lot at any time as a residence, either temporary or permanent.
3. No obnoxious or offensive trade shall be carried on upon any lot.
4. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon any lot nor shall any exterior addition to or change or alteration therein, 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 Hunziker and Margaret Hunziker Apartments, L.L.C., hereinafter referred to as "Developer" or by an Architectural Committee composed of two or more representatives 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

topography. The Developer will respond within seven (7) days of receipt of the plans.

When dwellings have been constructed on all lots within Longview Subdivision First Addition to the City of Ames, Iowa, the requirements imposed by this paragraph 4 shall terminate.

5. All residences built in this Addition shall be single family and shall meet or exceed the following:
 - a) One-story, split foyer or split level homes shall have the following minimum finished square footage:

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|---|----------------------------|
| Lots 1 through 6 and Lots 11 through 30 | 1,200 finished square feet |
| Lots 7 through 10 and Lots 31 through 38 | 960 finished square feet |
 - b) Two-story homes or 1½-story homes shall have at least 1,400 finished square feet.
 - c) All homes shall have at least a two-car detached or attached garage.
6. The Developer and all subsequent owners of property located within this subdivision shall make all lots in the subdivision comply with the grading plan as submitted to and approved by the City of Ames, Iowa.
7. All rubbish, trash or garbage shall be regularly removed from each lot, and shall not be allowed to accumulate thereon. No trash burning shall be permitted on any lot.
8. Gardening shall be done in individual backyards only.
9. The following restrictions shall also constitute covenants:
 - a) There shall be no manufactured homes placed or erected on any lot.
 - b) Any dog run, trash receptacle, tool shed, or other outside structure of like nature shall be properly screened by shrubbery or by an approved fence, or both.
 - c) Towers or antennas of more than ten feet in height are not permitted. Satellite dishes, if less than two feet in diameter, are permitted in rear yards.

- d) No obnoxious nor 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.
 - e) 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 purpose. Dogs must be tied or fenced or kept in a dog run. In no event shall such animals be kept on any lot if they unreasonably disturb the owners or residents of any other lot.
 - f) Where 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 the occupancy of any dwelling on a lot, whichever first occurs.
 - g) No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any lot or driveway in the said subdivision.
 - h) Recreational vehicles, travel trailers, motor homes, boats, fold-down campers or other type of recreational vehicle shall not be allowed on any lots for more than 48 hours.
 - i) The construction period for a home shall not exceed twelve months.
10. The front, side and 15' of rear yards shall be sodded and the balance of rear yard sodded or seeded. If a permanent underground irrigation system is installed, the sodding requirement shall be waived. A minimum of two (2) 1½" caliper deciduous trees and four (4) 18" shrubs shall be planted on each lot. One tree and all shrubs shall be planted in the front yard and one tree shall be planted in the rear yard.
11. No outbuildings shall be erected unless approved by the Developer prior to construction. No outbuilding shall be larger than 100 square feet. A detached garage with a driveway leading to it from the street shall not be considered an outbuilding. No more than one outbuilding may be erected on any Lot.
12. Mailboxes for delivery of United States Postal Service mail shall be placed as required by the United States Postal Service. This may require a bank of mailboxes rather than individual mailboxes on each Lot.
13. No galvanized metal fence shall be placed on any Lot at any time.

14. 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 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.
15. In case of violation of any of the covenants, any person then owning a lot in said subdivision of the City of Ames, Iowa, is specifically authorized to resort to an action of law or equity for relief, either by injunction or in damages, against the person violating said covenants.
16. The invalidation of any of these covenants by judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Dated at Ames, Iowa, this 10th day of June, 2002.

ERBEN HUNZIKER AND MARGARET
HUNZIKER APARTMENTS, L.L.C.

By: _____

Dean Hunziker
Dean Hunziker, Manager

STATE OF IOWA, STORY COUNTY, ss:

On this 10th day of June, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dean Hunziker, to me personally known, who being by me duly sworn did say that he is a Manager 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 Dean Hunziker acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Vicki J. John
Notary Public in and for the State of Iowa

