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212 SE 16th Street, Ames, IA 50010
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COV COVENANTS
Recording Fee: \$ 17.00
Stacie Herridge, Recorder, Story County Iowa



INSTRUMENT PREPARED BY:	Brian D. Torresi, 2605 Northridge Pkwy., Ames, IA 50010 (515) 288-2500
RETURN TO:	Brian D. Torresi, 2605 Northridge Pkwy., Ames, IA 50010

**RESTRICTIVE COVENANTS AND REGULATIONS FOR
SCENIC VALLEY SUBDIVISION THIRD ADDITION,
AMES, STORY COUNTY, IOWA**

WHEREAS, the undersigned is the owner of Lots One (1) through Eight (8) (each, a "Lot" or collectively, the "Lots") contained in Scenic Valley Subdivision Third Addition, Ames, Story County, Iowa (the "Subdivision"); and

WHEREAS, the Lots shall be developed as townhome lots; and

WHEREAS, all of the Lots will be developed and governed by and in accordance with 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 owners of Lots shall be members of the Scenic Valley Property Owners Association, Inc. (the "General Association"). The General 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.
2. All owners of the Lots shall be members of the Scenic Valley 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 the Lots within the Subdivision.

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 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 Hunziker Development Company, LLC (the "Developer"), or by an Architectural Committee appointed by the Developer (the "Committee"). 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. Notwithstanding anything herein to the contrary, approval of any plans and specifications may be granted or withheld in the sole and absolute discretion of the Developer or the Committee. When townhomes have been constructed on all of the Lots within the Subdivision, the requirements imposed by this paragraph shall terminate.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

- 9. For purposes of this Paragraph 9 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 Common Elements are constructed.

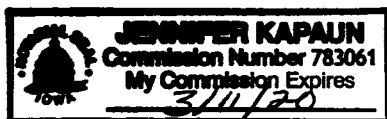
HUNZIKER DEVELOPMENT COMPANY, LLC

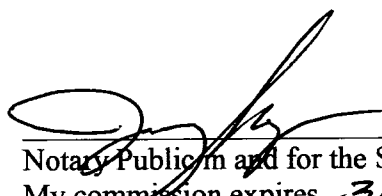
By: 
Dean E. Hunziker, Manager

By: 
Charles E. Winkleblack, Manager

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this 3rd day of May, 2017, by Dean E. Hunziker and Charles E. Winkleblack, as the Managers of Hunziker Development Company, LLC.




Notary Public in and for the State of Iowa
My commission expires 3/11/20