

---

Instrument prepared by:

Deborah S. Krauth, 1416 Buckeye, Ste. 200, Ames, Iowa 50010; (515) 233-3000

---

**AMENDED AND SUBSTITUTED  
RESTRICTIVE COVENANTS AND REGULATIONS FOR  
SINGLE FAMILY HOMES  
IN NORTHRIDGE HEIGHTS SUBDIVISION FIRST ADDITION**

WHEREAS, the undersigned are the owners of the lots contained in Northridge Heights Subdivision First Addition to Ames, Iowa; and

WHEREAS, for their own protection and for the benefit of subsequent owners of 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 of each other, by these presents, covenant, bargain and agree among themselves and 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. The residences to be constructed or to be permitted to remain on Lots 1 through 20 shall meet the following requirements:
  - a. One-story residences or split entry residences on Lots 1 through 3 and Lots 8 through 20 shall have a ground floor finished area of not less than 1,600 square feet. Lots 4, 5, 6 and 7 shall have ground floor finished area of not less than 2,100 square feet.
  - b. One and one-half story residences or split-level residences on Lots 1 through 3 and Lots 8 through 20 shall have a ground floor finished area of not less than 1,500 square feet and a total finished area on the ground floor and the second floor of not less than 2,200 square feet. Lots 4, 5, 6 and 7 shall have a ground floor finished area of not less than 1,900 square feet and a total finished area on the ground floor and the second floor of not less than 2,700 square feet.

- c. Two-story residences on Lots 1 through 3 and Lots 8 through 20 shall have a ground floor finished area of not less than 1,200 square feet and a total finished area on the ground floor and the second floor of not less than 2,200 square feet. Lots 4, 5, 6 and 7 shall have a ground floor finished area of not less than 1,300 square feet and a total finished area on the ground floor and the second floor of not less than 2,700 square feet.
  - d. The computation of the floor area shall not include porches, breezeways or garages.
3. No Lot shall be subdivided for the purpose of constructing more than one residence per Lot; however, parts of Lots may be conveyed to adjoining Lot owners for any other purpose.
4. 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 of Uthe Development Company, L.L.C. hereinafter referred to as ADevelopers,@ or by an Architectural Committee appointed by the Developers. 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. In the event Developers or the Architectural Committee fail to approve or disapprove a design or location within thirty (30) days following submission of the plan to them, approval shall not be required and this restriction shall be deemed met.

When dwellings have been constructed on all Lots within Northridge Heights Subdivision First Addition to Ames, Iowa, the requirements imposed by this paragraph shall terminate.

5. 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 or basement double garage.
  - d. No more than twelve 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. Lots 1 through 7 and Lots 15 through 20 shall have no dog runs, tool sheds or other outside structures on the Lot. Lots 1 through 7 shall have no fences. Lots 8 through 20 may have fences, the style of which shall be selected from the attached Exhibit "A."
- f. All building structures or improvements of any kind must be completed within twelve months of the commencement date of the construction. 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 12 MONTHS OF THE DATE ON THE DEED FROM DEVELOPERS, THE OWNER OF RECORD, AT DEVELOPER'S REQUEST, AGREES TO DEED THE PROPERTY BACK TO DEVELOPERS FOR 90% OF THE ORIGINAL PURCHASE PRICE. THERE WILL BE NO ADJUSTMENT FOR TAXES, CLOSING COSTS OR INTEREST FROM THE TIME OF THE ORIGINAL PURCHASE OF THE LOT AT THE TIME THE DEED IS CONVEYED TO DEVELOPERS. DEVELOPERS WILL PAY ONLY FOR DEED PREPARATION, RECORDING FEES AND TRANSFER TAXES.**
- g. All homes must be built by a recognized homebuilder which shall be a homebuilder who derives the majority of his income from home building.
- h. All finished Lots and house grades shall conform to the developer's grading plan which may be obtained from the developers during construction.
- i. Each Lot owner shall build and install a mailbox in the style shown on the attached Exhibit "A."
- 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 recreational vehicle or boat shall be parked on a Lot for a period of time exceeding 48 hours.
- m. No rubbish containers shall be visible from the street except on pickup day and one day before and one 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.
- 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 front yard and side yard(s) shall be timely sodded. The requirement for sod shall be waived where a permanent underground irrigation system is installed on the Lot. Fifteen (15) feet of the rear yard, measured from the rear of the dwelling, shall be sodded. The remainder of the yard shall be seeded or sodded.

In addition to seeding and sodding, the builder or Lot owner shall expend a minimum of \$2,500 for landscaping. The landscaping shall include at least two 2½ inch caliper trees. At the time of closing, the purchaser of any Lot shall place \$550 per tree for each street tree required by the City streetscape plan for the Lot in escrow with Developer. All street trees shall be planted within twelve (12) months of the issuance of a certificate of occupancy by the City of Ames. When the required trees have been planted, the escrowed funds shall be turned over to the Lot owner. If the required street trees have not been planted within twelve (12) months of the issuance of a certificate of occupancy, the Developer shall have the trees planted and the total amount held in escrow shall be forfeited to Developer.

- r. When the City of Ames requires the construction of public sidewalks, the sidewalks shall be constructed within twelve (12) months following the sale of any Lot 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. 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 300 lumens and for all manually switched or occupancy sensor switched fixtures exceeding 1000 lumens. Christmas lighting or other temporary outdoor lighting shall be exempt from this provision
  - u. Each Lot owner shall keep the Lot free of weeds and debris and shall take all necessary steps to control erosion on 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 Developers, erosion is not properly controlled, corrective action may be taken and the costs assessed against the Lot owner.
- 6. 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.
  - 7. 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.
  - 8. 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 \_\_\_\_\_ day of \_\_\_\_\_ 2001.

UTHE DEVELOPMENT COMPANY, L.L.C.

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

By: \_\_\_\_\_

Robert K. Friedrich, Jr., Manager

STATE OF IOWA                    )  
  )ss:  
COUNTY OF STORY            )

On this \_\_\_\_ day of \_\_\_\_\_, 2002, before me, Notary Public in and for the State of Iowa, personally appeared Robert K. Friedrich, Jr. and Charles E. Winkleblack, 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 Charles E. Winkleblack 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

HUNZIKER, CHRISTY, SHIRK BUILDERS, INC.

By: \_\_\_\_\_  
Robert W. Shirk, Secretary/Treasurer

STATE OF IOWA, STORY COUNTY, ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2002, before me, a Notary Public in and for the State of Iowa, personally appeared Robert W. Shirk, to me personally known, who being by me duly sworn, did say that that person is Secretary/Treasurer of said corporation and that said instrument was signed on behalf of the said corporation by authority of its board of directors and the said Robert W. Shirk acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

MILLIKEN CONSTRUCTION, INC.

By: \_\_\_\_\_  
Darren Milliken, President

STATE OF IOWA, STORY COUNTY, ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2002, before me, a Notary Public in and for the State of Iowa, personally appeared Darren Milliken, to me personally known, who being by me duly sworn, did say that that person is President of said corporation and that said instrument was signed on behalf of the said corporation by authority of its board of directors and the said Darren Milliken acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

R. FRIEDRICH & SONS, INC.

By: \_\_\_\_\_  
Reinhard K. Friedrich, President

By: \_\_\_\_\_  
Robert K. Friedrich, Jr., Vice President

STATE OF IOWA, COUNTY OF STORY, ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Reinhard K. Friedrich and Robert K. Friedrich, Jr., to me personally known, who being by me duly sworn, did say that they are the President and Vice President of the corporation, respectively, executing the within and foregoing instrument; that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Reinhard K. Friedrich and Robert K. Friedrich, Jr., as officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

\_\_\_\_\_

Notary Public in and for the State of Iowa

REGENCY LAND COMPANY, L.C.

By: \_\_\_\_\_

STATE OF IOWA, STORY COUNTY, ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2002, before me, Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that that person is \_\_\_\_\_ 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 \_\_\_\_\_ 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