

**AMENDED AND SUBSTITUTED
RESTRICTIVE COVENANTS FOR NORTHRIDGE 17TH ADDITION**

WHEREAS, the undersigned are the owners of the lots contained in Seventeenth Addition, Northridge Parkway Subdivision to Ames, Iowa, and

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

WHEREAS, any reference hereinafter made to "Lot" or "Lots" refer only to Lots 1 through 22 and shall not include Lots 23, 24, "PP", "QQ", "RR", "SS", "TT" nor "UU".

NOW THEREFORE, the parties hereto and 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. That 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. That all residences constructed or to be permitted to remain upon Lots 1 through 22 shall meet the following requirements:

- a. One-story residences or split entry residences shall have a ground floor finished area of not less than 1,600 square feet.
- b. One and one-half story residences or split-level residences 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 2,000 square feet.
- c. Two-story residences 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 2,400 square feet.
- d. The computation of the floor area shall not include porches, breezeways, or garages.

3. That none of the lots shall be subdivided for the purpose of constructing more than one residence in each lot; however, parts of lots may be conveyed to adjoining lot owners for any other purpose.

4. No building, fence, wall, nor 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 A. Hunziker, as Trustee of the Erben A. Hunziker Revocable Trust dated July 28, 1992, and Donald M. Furman and Ruth W. Furman, as Trustees of the Donald and Ruth Furman Revocable Trust dated March 1, 1991, R. Friedrich and Sons, Inc., and Buck Construction Company, Inc., hereinafter referred to as "Developers" or by an Architectural Committee composed of 3 or more representatives 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 the Developers, or their designated committee, fail to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this restriction will be deemed to have been fully complied with.

When dwellings have been constructed on the lots within Seventeenth Addition, Northridge Parkway Subdivision 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 nor erected on any lot.
- b. No pre-erected dwelling shall be moved to any lot.
- c. All dwellings must have, at a minimum, double attached or double basement garages.
- d. No more than twelve inches of concrete block, poured concrete or wood foundation shall be exposed on any building unless such exposed material shall be painted or covered with brick, stone veneer, or siding.
- e. Any dog run, trash receptacle, tool shed, or other outside structure of like nature shall be properly screened by shrubbery or by a decorated fence, or both.
- f. All building structures or improvements of any kind must be completed within twelve months of the commencement date of the construction.
- g. No above ground nor non-permanent swimming pools shall be permitted on any lot.
- h. No building nor a structure of a temporary

character and no trailer, basement, tent, shack, garage, nor outbuilding shall be used at any time as a residential dwelling on any lot, either temporarily or permanently.

- i. No recreational vehicle nor boat shall be parked on a lot for a period of time longer than 48 hours.
- j. No rubbish containers shall be visible from the street except on pickup day and one day before and one day after pickup day.
- k. No extension towers, no antennas of any kind shall be constructed, modified, or permitted on any lot. Television or radio antennas of less than ten feet are permitted on dwellings or garages. No noxious nor offensive activities nor 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.
- l. No animals, livestock, nor 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 or fenced or kept in a dog run.
- m. Following construction of the residential dwelling on any lot, the front yard and side yard shall be sodded. When practical fifteen feet of the rear yard, measured from the rear of the dwelling structure, shall also be sodded. The remainder of the lot shall be seeded or sodded. In addition to the sod and seeding, the owner of the lot shall expend the sum of \$1,000.00 for additional landscaping and if there are no trees on the lot, the additional landscaping shall include at least two 2-1/2 inch caliber trees.
- n. When 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.

6. There will be no fences or barriers allowed in the rear ten feet or the side six feet on the rear or side lot line of lots abutting a common area. The Northridge Parkway Homeowners Association, Inc. may impose further fence restrictions.

7. That 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 twenty-one 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. That 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. That invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, but shall remain in full force and effect.

Dated at Ames, Iowa, this _____ day of December, 1998.

Erben A. Hunziker, as Trustee
of the Erben A. Hunziker
Revocable Trust dated
July 28, 1992

Donald M. Furman and Ruth W.
Furman, as Trustees of the
Donald and Ruth Furman
Revocable Trust dated
March 1, 1991

BUCK CONSTRUCTION COMPANY, INC.

R. FRIEDRICH AND SONS, INC.

By:_____

By:_____
Robert O. Buck, President

Robert K. Friedrich, Chairman

By:_____

By:_____
Anne K. Buck, Secretary
President

Reinhard K. Friedrich,

STATE OF IOWA, STORY COUNTY, ss:

On this _____ day of December, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Erben A. Hunziker as Trustee of the Erben A. Hunziker Revocable Trust dated July 28, 1992, as to me known to be the identical person named in and who executed the foregoing instrument, and acknowledge that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Notary Public in and for said State

STATE OF IOWA, STORY COUNTY, ss:

On this _____ day of December, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Donald M. Furman and Ruth W. Furman, as Trustees of the Donald and Ruth Furman Revocable Trust dated March 1, 1991, as to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledge that the persons, as the fiduciaries, executed the instrument as the voluntary act and deed of the persons and of the fiduciaries.

Notary Public in and for said State

STATE OF IOWA, STORY COUNTY, ss:

On this _____ day of December, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert O. Buck and Anne K. Buck, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the corporation executing the within and foregoing instrument to which this is attached, that the seal affixed thereto is the seal of the corporation; that said instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that Robert O. Buck and Anne K. Buck 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

STATE OF IOWA, STORY COUNTY, ss:

On this _____ day of December, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert K. Friedrich and Reinhard K. Friedrich, to me personally known, who being by me duly sworn, did say that they are the Chairman and President, respectively, of the corporation executing the within and foregoing instrument to which this is attached, 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 Robert K. Friedrich and Reinhard K. Friedrich 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