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Transfer Tax:
Susan L Vande Kamp - 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
RINGGENBERG PARK SUBDIVISION FOURTH ADDITION,
AMES, STORY COUNTY, IOWA**

WHEREAS, the undersigned is the owner of Lots One (1) through Twelve (12) (each, a "Lot" or collectively, the "Lots") contained in Ringgenberg Park Subdivision Fourth Addition, Ames, Story County, Iowa (the "Subdivision"); and

WHEREAS, Lot Nine (9) through Lot Eleven (11) will be developed as single-family residential lots (collectively, the "Single Family Lots"). Lot One (1) through Lot Eight (8) will be developed as apartments (collectively, the "Apartment Lots"), and Lot Twelve (12) will be developed as a village cooperative (the "Village Coop Lot"); 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. The Single Family 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 owners of Single Family Lots shall be members of the Ringgenberg Park Home Owners Association ("Association-1"). Association-1 shall be governed by Bylaws and other organizational documents, as amended, as well as that certain Declaration of Covenants and Conditions Ringgenberg Park Subdivision, Ames, Story County, Iowa (the "Declaration"). The Declaration is dated August 14,

2006, and was filed in the office of the Recorder of Story County, Iowa, on August 17, 2006, as Instrument No. 2006-10276. The Declaration was amended by that certain First Amendment to Declaration of Covenants and Conditions for Ringgenberg Park Subdivision, Ames, Story County, Iowa ("Amendment-1"). Amendment-1 is dated June 11, 2012, and was filed in the office of the Recorder of Story County, Iowa, on September 21, 2012, as Instrument No. 2012-11205. The Declaration was amended further by that certain Second Amendment to Declaration of Covenants and Conditions for Ringgenberg Park Subdivision, Ames, Story County, Iowa ("Amendment-2"). Amendment-2 is dated April 3, 2014, and was filed in the office of the Recorder of Story County, Iowa, on April 4, 2014, as Instrument No. 2014-02215.

3. All owners of the Apartment Lots and the Village Coop Lot shall be members of the Ringgenberg Park Subdivision Fourth Addition Property Owners Association, Inc. ("Association-2"). Association-2 shall be governed by Bylaws and other organizational documents that set forth the duties and obligations of such owners with respect to, among other things, the upkeep, repair, and maintenance of the Easement Area (as that term is defined in that certain Cross-Access Easement Agreement dated February 25, 2014, and filed in the office of the Recorder of Story County, Iowa, on March 7, 2014, as Instrument No. 2014-01689) located on the Apartment Lots and the Village Coop Lot. Each owner of the Apartment Lots, as members of Association-2, shall be liable for the annual payment to Association-2 of five hundred dollars and 00/100 (\$500.00) (the "Annual Apartment Easement Maintenance Dues"), and the owner of the Village Coop Lot, as a member of Association-2, shall be liable for the annual payment to Association-2 of one thousand dollars and 00/100 (\$1,000.00) (the "Annual Village Coop Easement Maintenance Dues") (the Annual Apartment Easement Maintenance Dues and the Annual Village Coop Easement Maintenance Dues are hereinafter collectively referred to as the "Annual Easement Maintenance Dues"), to share in the costs and anticipated future costs related to the upkeep, repair, and maintenance of the Easement Area (as defined above). The board of directors of Association-2, at any annual or duly noticed special meeting thereof, may increase the Annual Easement Maintenance Dues; however, the Annual Easement Maintenance Dues shall not be increased by more than five percent (5%) over any twelve (12) month period. The Apartment Lots and the Village Coop Lot shall not be subject to the Declaration, Amendment-1, or Amendment-2.
4. The residences to be constructed or to be permitted to remain on the Single Family Lots shall meet the following requirements:
 - a. One (1) story residences shall have a ground floor finished area of not less than one thousand three hundred (1,300) square feet.
 - b. One and one-half (1½) story residences and split-level residences shall have a total finished area on the ground floor and split-level of not less than one thousand eight hundred (1,800) square feet.

- c. Two (2) story residences shall have a total finished area on the ground floor and the second floor of not less than one thousand eight hundred (1,800) square feet.
 - d. The computation of the total finished area shall not include porches, breezeways or garages.
- 5. No Single Family Lot shall be subdivided for the purpose of constructing more than one (1) residence per Single Family Lot; however, parts of Single Family Lots may be conveyed to adjoining owners for any other purpose.
- 6. No building, fence, wall or other structure shall be commenced, erected, or maintained on any Single Family 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 Friedrich Land Development Company, LLC (the "Developer"), or by an Architectural Committee 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 drainage patterns in accordance with the storm water management plan. When dwellings have been constructed on all Single Family Lots within the Subdivision, the requirements imposed by this paragraph shall terminate.
- 7. The following restrictions shall also constitute covenants with respect to Single Family Lots:
 - a. There shall be no mobile homes placed or erected on any Single Family Lot.
 - b. No pre-erected dwelling shall be moved to any Single Family 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. Exposed foundations must be painted to blend with exterior wall finishes.
 - e. The Single Family Lots may have fences, the style of which shall be selected from the attached Exhibit A. In no event shall any chain link fence be placed on any Single Family Lot. In addition, in no event shall any fence be placed within five (5) feet of any easement area for bike paths or pedestrian paths or sidewalks.

- 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 Single Family 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 SINGLE FAMILY LOT WITHIN TWELVE (12) MONTHS OF THE DATE ON THE DEED FROM THE DEVELOPER, THEN THE OWNER OF RECORD, AT THE DEVELOPER'S REQUEST, AGREES TO DEED THE PROPERTY BACK TO THE DEVELOPER FOR NINETY PERCENT (90%) OF THE ORIGINAL PURCHASE PRICE WITH NO ADJUSTMENT FOR TAXES, CLOSING COSTS OR INTEREST AT THE TIME THE DEED IS CONVEYED TO THE DEVELOPER. THE DEVELOPER WILL PAY ONLY FOR DEED PREPARATION, RECORDING FEES, AND TRANSFER TAXES. ON ISSUANCE OF AN OCCUPANCY PERMIT FOR A RESIDENCE, THIS RIGHT TO REPURCHASE SHALL TERMINATE AS TO THAT SINGLE FAMILY LOT.**
- 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 Single Family 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 Single Family 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 Single Family Lot, either temporarily or permanently. No tool sheds, utility buildings, or playhouses shall be placed on any Single Family Lot.
- l. No recreational vehicle, camper, boat, or truck rated larger than three quarters ($\frac{3}{4}$) of a ton shall be maintained or parked on a Single Family 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 Single Family Lot owner shall be responsible for keeping the construction debris contained on the Single Family Lot and in the construction waste containers.
- n. No extension towers or antennas of any kind shall be constructed, modified, or permitted on any Single Family 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 Single Family Lot, nor shall anything be done on any Single Family 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 Single Family 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 Single Family Lot, the front yard and side yards shall be sodded. 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. The requirement for sod shall be waived where a permanent underground irrigation system is installed on the Single Family Lot. In addition to seeding and sodding, the builder or Single Family Lot owner shall expend a minimum of two thousand dollars (\$2,000.00) 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 Single Family 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, and said trees are warranted by the Developer who shall provide, if necessary, a maximum of one (1) replacement tree.

- 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 Single Family Lot from the Developer or at the time of occupancy of any dwelling on a Single Family 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 Single Family 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 Single Family Lot owner shall keep the Single Family Lot free of weeds and debris and shall take all necessary steps to control erosion from the Single Family Lot. All Single Family 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 Single Family 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. No motor vehicles shall be allowed on any Outlots. In the event of any damage to land, vegetation, or improvements on an Outlot that is traceable to a Single Family Lot, monetary damages shall be assessed against the Single Family Lot responsible for such damage and said damage shall be treated as an assessment for any and all applicable property owners associations to which the Single Family Lot is subject for the purpose of placing a lien against the responsible Single Family Lot.
- y. The topography of the Subdivision is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Single Family Lot shall be subject to and benefitted by such easements as may exist from the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time; and all Single Family Lot owners shall have such rights and obligations with respect thereto as may be provided by such laws.
- z. Any construction or earth moving on any Single Family Lot shall be in compliance with all laws relating to storm water discharge permitting. The owner of any Single Family Lot shall be the solely responsible permittee for the Single Family 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 Single Family Lot. During the ownership of the Single Family Lot, the Single Family 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 solid waste from the Single Family Lot; and/or (2) any alleged violation of any NPDES or storm water discharge rule or regulation.

8. 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.
9. 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.
10. 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 3rd day of April, 2014.

FRIEDRICH LAND DEVELOPMENT COMPANY, LLC

By: *Kurt W. Friedrich*
Kurt W. Friedrich, Manager

STATE OF IOWA, STORY COUNTY, SS:

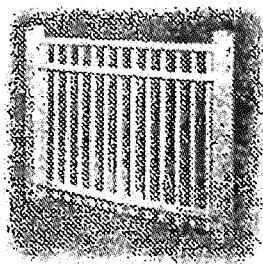
This record was acknowledged before me on this 3 day of April, 2014, by Kurt W. Friedrich, the Manager of Friedrich Land Development Company, LLC.

[Signature]
Notary Public in and for the State of Iowa
My commission expires 8/21/15



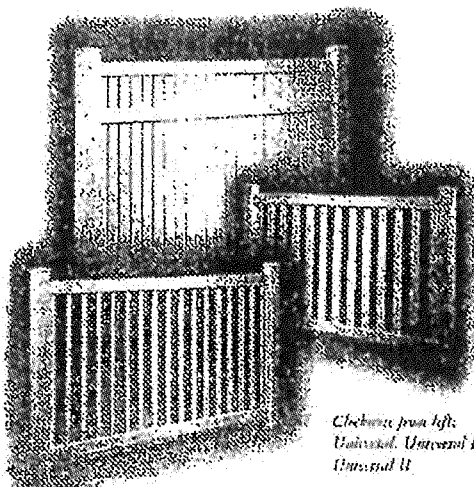
Exhibit "A"

1.



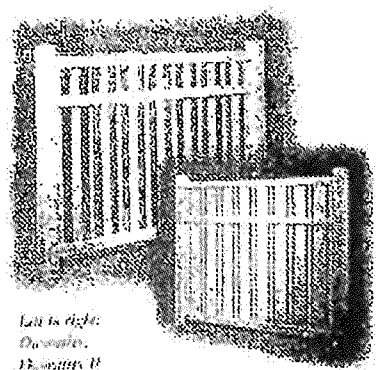
Traditional

2.



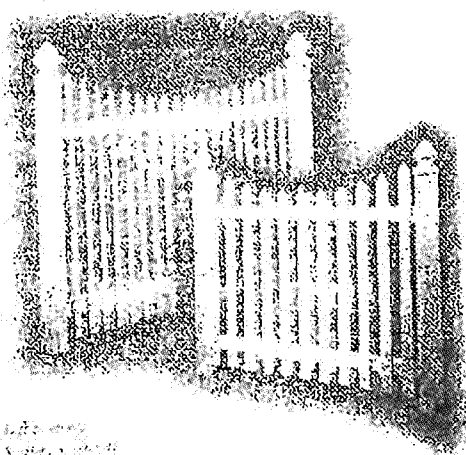
*Clockwise from left:
Universal, Universal III,
Universal II*

3.



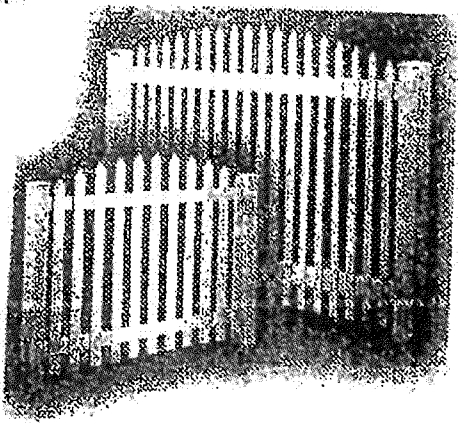
*Left to right:
Dumont, Dumont II*

4.



*Left to right:
Cypress, Cypress II*

5.



*Left to right:
Arch II, Arch*

