

**DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR GRANT ACRES**

**Preparer Information:** David D. Nelson, Whitfield & Eddy P.L.C., 213 N. Ankeny Blvd. Suite 100, Ankeny, IA 50023 (515) 964-3633

**Taxpayer Information:** GS Land Fellows, LLC, 834 SW 46<sup>th</sup> St, Ankeny, Iowa 50023 (515) 778-2104

**Return Document To:** Mike Siedsma, GS Land Fellows, LLC, 834 SW 46<sup>th</sup> St, Ankeny, Iowa 50023 (515) 778-2104

**Grantor:** GS Land Fellows, LLC, 834 SW 46<sup>th</sup> St, Ankeny, Iowa 50023 (515) 778-2104

**Legal Description:** Lots 1 through 14 in Grant Acres, an Official Plat in Polk County, Iowa.

**Document or instrument number of previously recorded documents:**

**THIS DECLARATION** is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by GS Land Fellows, LLC. an Iowa limited liability company (“**Declarant**”).

### **RECITALS:**

**WHEREAS**, Declarant, concurrently herewith, has subdivided, developed, and platted Grant Acres, an Official Plat in Polk County, Iowa (“Grant Acres”), and is the owner of Lots 1 through 14 (the “Lots”) in said Grant Acres; and

**WHEREAS**, Declarant is desirous of establishing certain covenants, conditions, easements, and restrictions for the benefit of the owners of the Lots.

**NOW, THEREFORE**, Declarant hereby publishes and declares that the Lots shall be held, sold and conveyed subject to the following covenants, conditions, easements and restrictions, all of which are for the purpose of enhancing and protecting the value and attractiveness, and desirability of the Lots, and all of which shall run with the land and shall be a burden upon and a benefit to, any and all parties acquiring or owning any right, title or interest in any part of the Lots, and their heirs, successors, assigns, grantees, executors, administrators and devisees.

### **I. DEFINITIONS**

A. “**Association**” shall mean and refer to Grant Acres Homeowners Association, Inc. described in the Declaration of Homeowners’ Association for Grant Acres, filed \_\_\_\_\_, 2021, in Book \_\_\_\_\_ Page \_\_\_\_\_ in the office of the Polk County Recorder (the “HOA Declaration”).

B. “**County**” shall mean the Polk County, Iowa.

C. “**Declarant**” shall mean GS Land Fellows, LLC and its successors and assigns, unless and until it assigns to another Person, by an instrument duly recorded in the office of the County Recorder in and for Polk County, Iowa, the rights of Declarant under this Declaration, in which case “Declarant” shall mean the owner from time to time of the rights of the Declarant under this Declaration.

D. “**Development**” for purposes of this Declaration shall mean Grant Acres.

E. “**Lot**” shall mean and refer to Lots 1 through 14, inclusive, as shown on the recorded plat of Grant Acres.

F. “**Owner**” shall mean a person the person or persons who from time to time collectively hold the entire fee title to a Lot, including sellers under executory contracts of sale (but shall not include any person or entity who holds such tee title merely as security for a loan, unless and until such person has succeeded to ownership by enforcement of its remedies under such security instruments).

G. Words and phrases in this Declaration shall be construed as in the singular or plural number, unless the context permits only one such manner.

## **II. DESIGNATION OF USE**

The use of all Lots shall be limited to single-family residential use with not more than one single-family dwelling on each Lot and may be developed only with other uses of land or structures customarily incidental and subordinate to the single-family residential use as permitted by the Polk County Zoning Ordinance, unless such uses or structures are otherwise regulated or prohibited by this Declaration. No full-time or part-time business activity may be conducted on any Lot or in any building or structure on any Lot, except to the extent of a home occupation permitted by the Polk County Zoning Ordinance.

A. 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.

B. No mobile home or Manufactured Homes, as defined in the Code of Iowa, shall be placed on or erected on any Lot.

C. No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance, either temporarily or permanently.

D. No large livestock of any kind, including horses, shall be raised, bred, or kept on any Lot. Dogs, cats, poultry and other small animals may be kept in in compliance with Polk County Zoning Ordinance. All pets must be leashed and under the control of its owner if not tied up or kept within an above ground fence or invisible underground fence.

E. Any construction or earth moving on any Lot(s) (whether greater or less than one acre in size) shall be in compliance with all statutes, rules and/or ordinances relating to storm water, topsoil and erosion control compliance and permitting. The Owner understands and agrees that he/she is the sole responsible permittee for the Lot(s) with respect to compliance with all terms, provisions and requirements of the NPDES Storm Water Discharge Permit No. 2, the storm water pollution prevention plan which includes the Lot(s), and any and all applicable storm water, topsoil and/or erosion control statutes, rules and ordinances.

Each Owner shall protect, defend, indemnify and hold the Declarant and other Owners 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 Lot(s) identified above; and/or 2) any alleged violation of any NPDES, storm water and/or erosion control statute, rule or ordinance, after the date of sale of the Lot(s).

### **III. DESIGN AND CONSTRUCTION**

In order to preserve the general design for the development of the whole of Grant Acres, the following design standards are required of all Owners.

A. All building structures or improvements of any kind must be completed within 12 months of the commencement date of construction.

B. All construction activity shall be conducted solely upon the Lot owned by the Owner. Owner shall not use any Lot that is not owned by Owner for access, staging or construction activity.

C. Owner shall accurately replace all boundary pins that are removed or displaced during Owner's construction on the Lot.

D. Owner shall be responsible for site maintenance and controlling storm water runoff. All storm water permit requirements shall be assigned to owner and Owner shall be responsible for compliance. Owner shall take all necessary steps to prevent off-site erosion, including without limitation fencing the boundaries of the Lot with an approved silt fence. Owner shall correct all site maintenance or drainage problems within three (3) days after notice from the Declarant, the County or other governmental agency.

E. Owner shall be solely responsible for maintenance and clean-up of the Lot and adjacent street at all times while Owner owns the Lot. A gravel approach on the Lot shall be installed to contain mud from tracking onto the street. Cleaning the street of tracked mud and debris is mandatory. No concrete wash-out shall be allowed on any Lot or property owned by Declarant. Owner shall maintain the Lot and street in a neat and orderly condition throughout construction and shall not allow trash or debris from Owner's activities to accumulate anywhere within the Development.

F. The Owner shall utilize dumpsters of suitable size to serve construction occurring on each Lot. All dumpsters shall be removed at such time as they become full to the rim of the dumpster; there shall be no overfilling of dumpsters. At the end of each workday, Owner shall ensure that the Lot has a clean appearance, dispose of all waste materials, place all smaller equipment and materials within the building if possible and remove all larger equipment to a discreet location within the Lot or outside the Development.

G. No excess soils shall be deposited in any area other than on the Lot under construction. All cleared vegetation shall be removed outside the Development.

H. Owner shall maintain other than during the time of construction, attractive groundcover and grass, and weeds shall be removed.

I. No building shall be erected on any Lot nearer than the building setback lines as shown on any recorded plats filed in the future which are bound by the terms and conditions found in this Declaration.

J. No building or structure shall be constructed, altered or maintained on any Lot unless it has a driveway running from a street to the dwelling, which must be portland cement concrete or asphalt. All driveways must fully comply with the requirements/layout as set forth on the face of the Grant Acres Final Plat map filed of record in Polk County. Any secondary outbuilding, garage, shop, or other structure that has a garage sized door or opening with intent to access directly from the street shall be paved with concrete or asphalt for a minimum of 10 feet beyond the public ROW.

K. All dwellings must be constructed with the minimum of a two-car garage.

L. The exterior of any dwelling, garage, or outbuilding located on any Lot shall be finished within the following color groups: whites, tans, grays, blues, browns, greens, or taupes. If brick is utilized, red brick is acceptable. Primary residence and any additional structures should be of identical or complimentary colors.

M. The primary residence façade facing a public ROW, which can be more than one facade, must be of residential material. Examples include horizontal siding, brick, stone, stucco, etc. All structures visible to the public ROW or adjacent property owner shall be built on-site, or built in a method conforming to typical residential construction methods (i.e., no shipping containers or container buildings unless approved by Declarant).

N. All dwellings shall contain a minimum square footage of living space exclusive of floor below the exterior grade, attached garages, breezeways, and porches as follows:

- (1) One-story dwellings must have a minimum of 1,200 square feet of finished floor area directly under the roof.
- (2) One and one-half story dwellings must have a finished floor area of at least 1,400 square feet.
- (3) Two-story dwellings must have a finished floor area of at least 1,400 square feet.

O. All new homes built shall connect to, Xenia Rural Water, Black Hills Natural Gas, Mid-American electric, and CenturyLink fiber optic internet.

P. Neighborhood mailbox cluster units shall be installed by the Declarant according to United States Postal Service regulations. The Owner and/or occupant of the Lot(s) on which a mailbox cluster unit is located shall be responsible for removal of snow and ice which would obstruct access to the mailbox cluster units by the mail carrier and other Owners.

Q. Each dwelling on a Lot must conform to the following CenturyLink requirements for connection to the fiber network, builders to verify these requirements with CenturyLink prior to construction.

- Builder will extend a 1" conduit from the Media panel to the CenturyLink pedestals in the PUE/ROW. Conduit should be fitted with a pull string for future fiber drop placement by CenturyLink.
- Builder to provide and place 30" x 14" all COMPOSITE SOHO media panel at the interior of each unit, typically installed in a Central location within the unit. Builder to place 1-110V dual AC, non-GFCI power outlet at the interior base of each media panel.
- Builder to provide, place & terminate all in unit wiring and associated jacks. All in unit wiring should be terminated at the media panel with RJ45 connectors or on a patch panel.

#### **IV. LANDSCAPING AND FENCES**

A. Within sixty (60) days of completion of the dwelling on a Lot, or at the start of the next planting season, sod and/or seed shall be placed to cover the entire Lot and any disturbed ROW. If seed is placed, it shall be placed with appropriate erosion control.

B. The greenspace between the house and the public street shall be maintained by the property Owner and mowed regularly along with the main lawn.

C. No fences shall be permitted upon any Lot except as follows:

- (1) Fencing shall be limited to the rear yard and extend to the front no further than the front of the house. For homes located on corner lots, the fence shall be constructed no closer than the building setback line.
- (2) The following materials are considered acceptable: natural or stained wood, wrought iron, decorative aluminum, black vinyl coated chain link, or decorative formed concrete or brick.
- (3) All fencing shall be maintained in a clean, attractive, and structurally sound condition. Failure to so maintain is a default of the Declaration and is subject to the enforcement remedies provided in Article X of the Declaration.
- (4) Decorative fences no taller than 42" may be constructed in front of the house, the fence shall be constructed no closer than 5' from the public right-of-way. Decorative fences allow significant visibility through the fence and are constructed of a wood picket, wrought iron, or decorative aluminum.

D. Within thirty (30) days of completion of a dwelling on a Lot or thirty (30) days into the following planting season, a minimum of two (2) trees must be planted on the Lot having a diameter measuring at least one and one-half inches (1.5") measured two (2) feet vertically from the ground level. The party purchasing the Lot from the Declarant shall be responsible for planting these trees and cannot transfer said responsibility to party who first occupies the dwelling as a residence.

E. Owner must maintain trees planted by Declarant, if such trees die or are destroyed by natural disasters or by Owner, Owner must replace with same species and size of tree originally planted by Declarant.

## **V. SATELLITE DISHES, ANTENNAS, POLES**

A. Satellite dishes or parabolic devices used to receive television or other signals from satellites shall be mounted on the rear elevation of the dwelling or garage, 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. No satellite dishes or parabolic devices in excess of 30" in diameter are allowed on any Lot unless 100% screened from view with solid fencing from adjacent property and rights-of-way.

B. No exterior towers or antennae of any kind shall be constructed, modified or permitted on the ground of any Lot or on any dwelling, garage or other permitted structure. All antennae shall be concealed with the attic space of the dwelling or garage.

C. No light pole shall be used or placed upon any Lot that extends more than ten feet (10') above grade. All light poles shall be of a residential design and shall be positioned on a Lot in a manner that will avoid direct lighting onto adjoining Lots. In no event shall a light pole be located any closer than twenty (20') from any property line.

## **VI. MISCELLANEOUS RESTRICTIONS**

A. No sign of any kind or description shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except: (i) street markers, traffic signs and other signs displayed by the County or other governmental units; (ii) signs which have been approved by the Declarant or its authorized agent not exceeding 144 square inches in area upon which there shall only be exhibited the street number or name, or both, of the resident; and (iii) a customary sign (one per Lot) advertising a dwelling for sale, not exceeding 1,296 square inches in area. In the event that any sign, other than those described above, shall be placed or exposed to view on any of the Lots restricted hereby, the officers or agents of the Declarant are hereby given the right to enter upon those Lots and remove said signs. Real estate signs by the Declarant will be permitted until such development is completed. Declarant reserves the right to install entrance and directional signs with respect to Grant Acres, at locations and of design determined by the Declarant, and in a manner consistent with the ordinances of the County.

B. All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground. No private wells shall be constructed on any Lot.

C. Swimming pools shall be located in the rear yard. Corner Lots may use side yard.

D. No motor vehicle, watercraft, trailer or piece of recreational equipment, including but not limited to camping trailers, motor homes, snowmobiles, motorcycles, motorbikes, boats and canoes, shall be parked, stored or maintained for a period longer than 1 week on the Lot unless contained within a structure or placed immediately adjacent to a structure that is larger than the stored item. No commercial vehicle, equipment, parts or machinery shall be permanently or temporarily stored or maintained on a Lot outside of the dwelling or garage on the Lot.

## **VII. EASEMENTS**

Certain perpetual easements are reserved as shown on the recorded plat of Grant Acres, and/or as may be granted to the County by the Declarant and filed of record in the Office of the Polk County Recorder. The owner or occupant of a Lot shall, at their own expense, keep and preserve that portion of the easement within their Lot in good repair and condition, and shall neither erect nor permit erection of any building, structure or fences of any kind within the easement which might interfere in any way with the use of such easement.

## **VIII. SIDEWALKS**

Does not apply.

## **IX. MAINTENANCE OF LOTS AND SURFACE WATER**

A. The owner or person in possession of each Lot, whether vacant or improved, shall keep the same well maintained, groomed and mowed, free of uncut weeds, rubbish, garbage and debris. Damaged or dead trees and shrubbery will be trimmed out or removed. Failing this, the Owner agrees that upon receipt of written notice from the Declarant to mow or cut such vegetation, trim or remove damaged trees or shrubbery, and/or remove such debris within ten (10) days, the Owner shall be subject to a combination of remedies recognized at law or equity.

B. Vegetation in flowage easements, creek channels, drainage ways and/or timbered areas shall not become overgrown with weeds, but may be planted in ground-cover species appropriate to the topography and land form.

C. The topography of Grant Acres is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Lot shall be subject to such easements as may exist for the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time, and all Owners shall have such rights and obligations with respect thereto as may be provided by such law.



## **X. COVENANT ENFORCEMENT/GENERAL PROVISIONS**

### **A. Penalties**

In addition to the remedies described below in Paragraph B or elsewhere in this Declaration, the Declarant is hereby authorized to levy against any Lot in violation of this Declaration of Covenants, Conditions and Restrictions an assessment penalty not to exceed \$100 for each day a violation of this Declaration continues beyond thirty (30) days after notice of a violation has been given by the Declarant to the Owner of said Lot by certified mail, return receipt requested, or delivered in writing by personal service. If the Owner of the Lot cannot be located after a diligent search or inquiry, the Declarant shall publish notice of the violation for two (2) successive weeks in a newspaper of general circulation in Polk County, Iowa. If the Owner has not fully complied with the terms of this Declaration within thirty (30) days after receiving notice, or thirty (30) days after second publication of notice, the Declarant shall have the authority to levy an assessment penalty as described herein. This assessment shall be a lien on the Lot and shall have the same status as any other assessment levied by the Declarant. Any Lot Owner objecting to this notice of violation shall have the right within thirty (30) days of receiving notice to request a hearing before the Declarant. Assessment of the penalty shall be stayed pending a hearing and final decision by the Declarant.

### **B. Specific Enforcement of Restrictions**

All Owners of Lot covenant and agree, by acceptance of a deed to such Lot, whether or not it shall be so expressed in such deed, that monetary damages may not provide adequate compensation for the breach of the restrictions and covenants contained in this Declaration and that this Declaration may be specifically enforced by Declarant, the County, or an adversely affected Lot Owner.

### **C. Attorney's Fees**

In the event it shall be necessary to secure the services of an attorney to enforce the provisions of this Declaration, then the fee of such attorney, and all other costs in connection with the enforcement of this Declaration shall be the obligation of the Owner of the Lot which is the subject of such enforcement action, unless such Owner is found not to have violated any provision of this Declaration.

### **D. Covenants Binding and Running with The Land**

Each of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be binding upon and inure to the benefit of Declarant and the Owners of each Lot, and their successors and assigns and all parties and persons claiming under any of them and shall be deemed covenants that run with the land, and shall continue for the applicable periods specified in this Declaration.

It is the intent that, notwithstanding anything in the Code of Iowa to the contrary, all of the conditions, covenants, easements, indentures, restrictions, and reservations contained in this

Declaration shall be covenants running with the land for the full period specified in this Declaration without further action by either Declarant or any Owner of any Lot in Grant Acres. However, in the event that Section 614.24 of the Code Iowa, as the same may be amended or replaced, may require that a verified claim be filed in the Office of the Recorder for Polk County, Iowa prior to the twenty-first anniversary of the date of this Declaration or the twenty-first anniversary of the last filing of such verified claim in order to continue all or some of the covenants of this Declaration, including, but not limited to, any covenant, term, provision or restriction that is or may be considered a use restriction, reversion or right of reverter, in effect throughout the applicable periods specified in this Declaration, then:

(1) any or all of the Owners of the Lots, acting jointly or severally, shall file all verified claims necessary to keep all of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration throughout the applicable periods specified in this Declaration;

(2) a verified claim filed by Owner of a Lot in Grant Acres shall be valid and binding upon all the then Owners of Lots in Grant Acres, and their successors and assigns, with the same effect as if executed by all such persons, and in order to facilitate filing of any verified claim required to so continue all or any of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration throughout the applicable periods specified in this Declaration in full force and effect, each Owner of a Lot is hereby irrevocably appointed the attorney-in-fact for all of the other Interested Parties for the purpose of filing any such verified claim.

E. Duration

Any easements granted in or pursuant to this Declaration, and any other provisions of this Declaration to the extent applicable to such easements, and any other covenants, indentures, restrictions and reservations of this Declaration that are reasonably or necessarily incidental to the benefit or burden of such easement rights, including any rights of assessment or for liens for the payment of costs associated therewith, shall continue in perpetuity, unless sooner modified or terminated as provided in this Declaration.

Except as provided in the preceding paragraphs of this Article, the covenants, conditions, restrictions and easements in this Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for an initial period of twenty-one years after the date they are recorded in the Polk County Recorder's Office, and shall automatically renew for successive terms of ten (10) years each, unless sooner modified or terminated as provided in paragraph C of this Article.

F. Amendment of This Declaration

This Declaration may be amended in writing by an instrument signed and filed of record in the Office of the Polk County, Iowa Recorder, by at least seventy percent (70%) of the Lot owners, if the Declarant does not own a Lot. Notwithstanding the foregoing, the Declarant retains

the sole right to amend this Declaration so long as Declarant, its successors or assigns, has an ownership interest in any Lot.

G.     Severability

In the event any provision of this Declaration is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Declaration shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Declaration is invalid, illegal or unenforceable as written or applied, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written or applied and shall be construed and enforced as so limited.

H.     Captions

The captions of the articles, sections and any paragraphs, of this Declaration, or the lack thereof, are for convenience only and shall not be considered nor referenced in resolving questions of interpretation and construction of this Declaration.

## **XI. DECLARANT RIGHTS**

Notwithstanding anything to the contrary contained in this Declaration, Declarant reserves the right, at any time to add additional real property to the residential Development encumbered herein and thereby subject such additional real property to this Declaration; to subtract real property from Grant Acres and to remove it from this Declaration and to subdivide and replat such additional or reduced real property, and/or any Lots then owned by Declarant, in accordance with all applicable laws, rules and regulations of Polk County, the County and any other governmental or quasi-governmental entity having jurisdiction. Declarant's exercise of its rights pursuant to this Article XI shall be evidenced by an amendment to this Declaration, executed and acknowledged in recordable form by Declarant, and duly filed for record in the office of the County Recorder in and for Polk County, Iowa, which amendment shall specify the description of each new Lot or reconfigured Lot resulting from Declarant's exercise of its rights hereunder.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

**GS Land Fellows, LLC**  
an Iowa limited liability company

By: \_\_\_\_\_  
Andrew Lee, Member

By: \_\_\_\_\_  
Michael Siedsma, Member

## **ACKNOWLEDGMENT**

STATE OF IOWA                    )  
  )ss:  
COUNTY OF POLK                )

The foregoing record was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021 by Michael Siedsma and Andrew Lee, Members of GS Land Fellows, LLC.

\_\_\_\_\_  
Notary Public