

Recorded: 1/23/2014 at 8:00:42.683 AM
Fee Amount: \$17.00
Revenue Tax:
Polk County, Iowa
Julie M. Haggerty RECORDER
Number: 201400058130
BK: 15088 PG: 910

Prepared by and return to: David D. Nelson, 213 N. Ankeny Blvd. Ste. 100, Ankeny, IA 50023

AMENDED AND SUBSTITUTED RESTRICTIVE COVENANTS

RE: Lots 1 through 22, inclusive, in Rock Creek Trail Plat 1, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa

RECITALS:

WHEREAS, the undersigned, Gratias Properties, L.L.C. did cause to have filed certain Restrictive Covenants concerning the above-described Lots and recorded in Book 15039 Page 792 on November 26, 2013; and

WHEREAS, the undersigned desires to make certain amendments to said Restrictive Covenants as set forth below, and to clarify that said Restrictive Covenants are applicable only to Lots 1 through 22 in said Plat, and not to Lot 23.

KNOW ALL MEN BY THESE PRESENTS that Gratias Properties, L.L.C. does hereby establish and place the following restrictive covenants upon Lots 1 through 22, inclusive, to-wit:

- a) Lots 1 through 22 in Rock Creek Trail Plat 1 shall be known and described as residential lots, and shall not be improved, used, or occupied for other than private residential purposes.
- b) Building set back lines as shown on the plat of record shall be strictly followed and public utility easements as shown on the recorded plat are hereby reserved for utility installation and maintenance.
- c) No dwelling shall be constructed or permitted to remain upon any lot in Plat 1 unless it meets the following square footage floor requirements:
 1. One-story dwellings on Lots 1 through 9 and 15 through 22 must have ground floor finished area of not less than 1450 square feet; and on lots 10 through 14, such dwellings must have ground floor finished area of 1600 square feet.
 2. One and one-half story dwellings on Lots 1 through 9 must have ground floor finished area not less than 950 square feet and 1600 square feet total; and on lots 10 through 14, such dwellings must have ground floor finished area of 1100 square feet and 1750 square feet total.
 3. Two-story dwellings on Lots 1 through 9 and 15 through 22 must have not less than 850 square feet on ground floor and 1600 square feet total; and on lots 10 through 14, such dwellings must have ground floor finished area of 1050 square feet and 2200 square feet total.
 4. Split-level dwellings on lots 1 through 9 and 15 through 22 must have not less than 1400 square feet directly under roof and not less than 1800 square feet

finished on all levels; and on lots 10 through 14, such dwellings must have not less than 1600 square feet directly under roof and 2200 square feet finished.

NOTE: In the computation of floor areas above, square footage shall not include porches, decks, breeze ways, garages, or any basement lower level finish.

- d) All dwellings must have an attached double or larger garage with concrete driveway installed to street.
- e) No used structure of any kind shall be moved onto any lot in this plat.
- f) All structures must have cedar wood shingles, cedar wood shakes, or decorator shingles of fiberglass or asphalt.
- g) The exterior of any residence and garage located on any lot shall be finished with earthtone or pastel colored material (including all stain and painting). The Front Elevation shall have at least 20% of its wall area masonry product (Brick, Stone, cultured Stone, etc.). Declarant shall return ability to approve a deviation from 20% masonry covenant for unusual designed that incorporate other upscale products.
- h) All recreational vehicles shall be parked or stored in a garage or totally screened from street view.
- i) No exterior towers or dish antennae of any kind that are greater than one meter in diameter shall be placed on any lot or dwelling. An exterior tower or antennae is permitted on the ground providing it meets the following requirements:
 - 1. It shall be located so that no part of the dish is in front of the home it serves.
 - 2. It shall be appropriately screened with landscaping of shrubs or bushes.
- j) No fences over three feet in height shall be permitted within the front 40 feet of any lot. Chain link fence, if used, must be black chain link. Any dog run shall be of black chain link fence and screened by shrubbery.
- k) Any detached garage, tool shed, or other out-structure of like nature must match the dwelling with same siding, shingles, paint, etc. and should be similar in design.
- l) All lots shall install sod (not seed). Said sod installation should take place upon occupancy of the structure; in no event shall sodding take more than 150 days to complete after occupancy.
- m) 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.
- n) Titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris.
- o) All building structures and/or improvements of any kind must be completed within 12 months of the commencement date of construction.
- 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.
- q) Declarant has the right to amend these covenants at any time during which Declarant has an ownership interest in any lot in Plat 1 by the recordation of an instrument, recorded in the Office of the Recorder of Polk County, Iowa, signed by Declarant. These covenants may also be changed at any time by the recordation of an instrument recorded in the Office of the Recorder of Polk County, Iowa, signed or approved in writing by a

majority vote of the then owners of said Lots 1 through 22; provided, however, none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval.

r) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 2035, at which time said covenants shall be automatically extended for successive periods often years unless by vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

s) If the parties hereto, or their heirs or assigns shall violate any of the covenants or restrictions herein before July 1, 2035, it shall be lawful for any person or persons owning any other lots in said plat to prosecute any proceedings at law or in said equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him from so doing or to recover damages or other dues for such violations.

t) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 21st day of JANUARY, 2014

Gratias Properties, L.L.C.

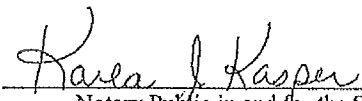
By: 

Thomas J. Gratias, Manager

STATE OF IOWA)
)SS:
COUNTY OF POLK)

On this 21st day of January, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Thomas J. Gratias, to me personally known, who, being by me duly sworn, did say that he is the Manager of said limited liability company executing the within and foregoing instrument; that said instrument was signed on behalf of said limited liability company by authority of its Managers; and that the said Manager as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by voluntarily executed.




Notary Public in and for the State of Iowa