

Preparer and

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**PROTECTIVE COVENANTS FOR GRANT RIDGE
ESTATES ADDITION TO JONES COUNTY, IOWA**

For our benefit as owner of all of the real estate contained within Grant Ridge Estates Addition to Jones County, Iowa (hereafter the “Addition”), and for the benefit of all future owners of real estate within the Addition, we declare and bind ourselves, as well as our successors in interest with regard to the real estate contained within the Addition, to the following protective covenants:

1. All lots shall be used exclusively for single-family residential purposes. No commercial or business activity shall be conducted on any lot other than home occupations as defined by the zoning ordinance of the City of Anamosa, Iowa provided the home occupation does not (a) interfere with the residential nature of the Addition, (b) present a nuisance to any other occupants of the Addition, (c) interfere with use of any common areas of the Addition by other occupants of the Addition, (d) significantly increase vehicular traffic in the Addition, and (e) there is no exterior signage indicating the conduct of a home occupation on the premises. Model homes during their construction are exempted from the foregoing restrictions.

2. No activity shall be permitted on any lot which would be considered noxious, offensive or a nuisance by a reasonable person.

3. Only one residence shall be erected on each lot.

4. No lot may be subdivided.

5. No trailer, mobile home, motor home, camper, shack, barn, basement, tent, garage or other similar structure may be used as a temporary or permanent residence. Nor shall any residence of a temporary nature be permitted.

6. Each residence shall be used solely for the private residential use of its owner, provided, however, the owner of the residence may (a) lease the residence for temporary periods of time not to exceed 12 months in duration, and (b) permit the extended occupancy of the residence by immediate family members, i.e., spouse, grandparents, parents, children and grandchildren.

7. All residences built in the Addition shall be custom built and upon commencement of construction all interior and exterior construction, lot grading and landscaping shall be completed within one year. No building shall be occupied during construction.

8. All single story dwellings shall contain a minimum of 1,500 square feet of living space. All one and one-half or two story residences shall contain a minimum of 1,850 square feet of living space. In computing the square footage of living space, the area contained in (a) any level below grade, (b) porches, (c), garages, (d) attics, and (e) breezeways shall not be included. Walkout basements shall not be considered as being at grade level. No dwelling shall exceed two stories in height.

9. No mobile, manufactured or modular homes shall be allowed in the Addition. Earth sheltered homes are also prohibited as are concrete block foundations.

10. Each resident shall have no less than a two car, nor more than a four car garage attached to the residence.

11. All driveways shall be of asphalt or concrete surfacing.

12. No signs of any kind shall be displayed on any lot or structure within the Addition other than (a) one sign of not more than 5 square feet advertising the property for sale may be posted on the property if the property is for sale and (b) signs used by contractors to advertise themselves may be placed on the property during periods of construction.

13. Satellite dishes larger than 30 inches in diameter are prohibited. No dwelling shall have a TV antenna or comparable structure extending more than 10 feet in height above the highest point of the dwelling to which it is affixed. Detached antenna towers are prohibited.

14. The out-of-doors parking of boats, motor homes, campers, trailers, snowmobiles and other recreational equipment is prohibited except for temporary parking during the season when such equipment is being used regularly. Permanent parking is expressly prohibited unless the equipment is placed in an enclosed structure.

15. One unattached accessory structure is permitted upon each lot. The structure shall be placed upon a permanent pad or footings. Portable structures are prohibited. The accessory structure shall not extend beyond the front line of the residence, the front line of the residence being the side of the house fronting the street extended to the side lot lines. The appearance of the side of the accessory structure facing the front of the lot shall match the front of the house and the material used to cover the exterior surface of the accessory

building shall match that of the residence. The accessory structure shall contain no more than 2,000 square feet, nor less than 175 square feet.

16. All structures shall be set back a minimum 60 feet from the center of the roadways abutting the lot and 30 feet from the other lot lines.

17. No roadways shall be permitted through any lot affording access to areas outside the Addition.

18. All trash and solid waste shall be kept in receptacles sufficient in size, design, construction and location to withstand intrusion from raccoons and household pets. Trash receptacles shall be kept out of sight until set out for collection. Trash receptacles shall be set out for collection no more than 24 hours before scheduled pick up. Yard waste generated on the premises may be burnt on site. The burning of other trash and materials is prohibited.

19. Gas storage (LP) tanks shall be bermed or landscaped so as not to be visible from the front of the lot and minimally invasive to other properties.

20. Swimming pools shall not be permitted in any front yard and all swimming pools shall be enclosed by infant proof privacy fencing.

21. No automatic dusk to dawn type yard lighting shall be permitted. Wall mounted yard lights that must be manually operated are permitted. Accent and landscaped lighting is permitted.

22. As long as Grant Ridge Corporation owns any lots within the Addition, Grant Ridge Corporation shall retain architectural control of the development to ensure each lot is developed in harmony with the other lots within the Addition. Prior to construction of any building, the plans and specifications for the building shall be submitted to Grant Ridge Corporation for written approval. "Plans and specifications" include customary building plans and elevations incident to construction and in addition, shall include plans and diagrams showing the location and type of drives and parking areas. The plans and specifications shall include a description of proposed construction materials and the proposed color scheme for the building. The plans and specifications shall also include the landscaping plans for the lot. Grant Ridge Corporation shall approve or disapprove of the proposed plans and specifications within 10 days of receipt. Failure of Grant Ridge Corporation to communicate approval or disapproval of the plans within 10 days of receipt of the plans shall be considered approval of the plans.

23. All structures within the Addition shall blend in with, rather than contrast with the terrain. Construction materials that present a natural look and are of soft earth tone colors are encouraged. It is preferred the side of each dwelling facing the road have a minimum 150 square feet of stone or brick surfacing.

24. The front of each residence must face the street affording access to the residence. All roofs must have a minimum 5:12 pitch.

25. Each residence shall be connected to a septic tank with a drainage/distribution system meeting regulatory approval. There shall be no discharge of raw sewage at any time.

26. No debris, junk, unsightly accumulation of materials or weeds shall be permitted to remain on any lot including, but not limited to, junk motor vehicles as defined by the City Code for the City of Anamosa, Iowa. All noxious weeds as defined by Chapter 317 of the Iowa Code shall be eradicated. The road frontage of each lot to a depth of 50 feet shall be mowed at least monthly.

27. No animals, livestock, poultry or fowl of any kind may be raised, bred or kept on any lot except dogs, cats and other common domestic pets may be kept on the premises. All such pets other than dogs shall be kept indoors. Dogs may be kept out-of-doors provided they are contained within a chain link or electronic fence enclosure of adequate height, composition and construction to contain the dog(s). No more than two dogs may be kept on any lot. In the event a dog should have a litter of puppies, the number of dogs on the lot shall be reduced to two within six months of the whelping of the pups. All dog houses shall match the residence in color and style. All dog owners are responsible for controlling the barking of their dogs. The incessant barking of a dog shall be considered a nuisance. Lot owners shall timely remove all manure accumulations to prevent unpleasant odors and unsightly appearances.

28. The owner(s) of all lots within the Addition adjoining adjacent farmland shall be responsible for maintaining a lawful fence in accord with Chapter 359A of the Iowa Code on the property line shared with the adjacent farmland.

29. Monuments identifying Grant Ridge Estates will be located on private property on Lot 1 and Lot 2 on each side of Wood Ridge Drive near Highway 64. The monuments may or may not be lighted. All lot owners shall share equally in cost of maintenance and improvement of the monuments with each lot being responsible for 1/24th of the total cost. Each lot shall be entitled to cast one vote on all issues relating to maintenance and improvement of the monuments. A majority of votes cast on issues relating to repair and maintenance of the roadways shall control and determine what repair and maintenance is undertaken. Issues relating to permanent improvement of the monuments (e.g., cleaning, mortar repair, etc.) shall require a 60% majority of the votes cast on the issue. In the event any lot owner fails to pay their assessment for repair, maintenance or improvement of the monuments within 30 days of billing, any lot owner within the addition not in default in the payment of their assessment may bring suit against the defaulting lot owner on behalf of the non-defaulting lot owners to recover the assessment from the defaulting party. The party bringing suit, if successful, shall be entitled to recover liquidated damages equal to three times the amount of the assessment being recovered and attorney fees and court costs as well. In determining what improvements and maintenance is to be undertaken, the lot owners may also designate an agent to see to it the improvement and/or maintenance is done in accord with the plans approved by the lot owners. That agent may also be given responsibility for billing all lot owners for their share of the improvement and/or maintenance cost. The cost of repairing any damages to a monument caused by the negligence, recklessness or

intentional act of any resident of the Addition or their agents or invitees shall be borne solely by that resident.

30. Only motor vehicles legal to operate on the public roadways of the State of Iowa are permitted to operate on the roadways within the Addition.

31. The owners of Lots 17, 18, 19, 21, 22 and 23 in the Addition shall each have a 10 foot wide easement for ingress and egress around the perimeter of the pond to be constructed on Outlot A to enable the owners of those lots to have access to the pond from any point on the pond's perimeter. Outlot A shall be owned in common by the owners of Lots 17, 18, 19, 21, 22 and 23 and the costs of maintaining Outlot A shall be borne equally by those lot owners. Any lot owner paying their proportionate share of the cost of maintenance or improvement shall be entitled to bring suit against any lot owner failing to pay their proportionate share of the maintenance or improvement assessment within 30 days of billing and shall be entitled to recover for themselves and the other non-defaulting lot owners, if successful, liquidated damages equal to three times the amount of the maintenance assessment in question as well as attorney fees and court costs. Each lot shall be entitled to one vote on matters relating to maintenance and improvement of Outlot A and a majority of the votes cast on any issue shall control.

32. The owners of Lots 14, 15, 16, and 24 in the Addition shall each have a 10 foot wide easement for ingress and egress around the perimeter of the pond to be constructed on Outlot B to enable the owners of those lots to have access to the pond from any point on the pond's perimeter. Outlot B shall be owned in common by the owners of Lots 14, 15, 16, and 24 and the costs of maintaining Outlot B shall be borne equally by those lot owners. Any lot owner paying their proportionate share of the cost of maintenance or improvement shall be entitled to bring suit against any lot owner failing to pay their proportionate share of the maintenance or improvement assessment within 30 days of billing and shall be entitled to recover for themselves and the other non-defaulting lot owners, if successful, liquidated damages equal to three times the amount of the maintenance assessment in question as well as attorney fees and court costs. Each lot shall be entitled to one vote on matters relating to maintenance and improvement of Outlot B and a majority of the votes cast on any issue shall control.

33. The owners of Lots 10, 11, 12 and 13 in the Addition shall each have a 10 foot wide easement for ingress and egress around the perimeter of the pond on Outlot C to enable the owners of those lots to have access to the pond from any point on the pond's perimeter. Outlot C shall be owned in common by the owners of Lots 10, 11, 12 and 13 and the costs of maintaining Outlot C shall be borne equally by those lot owners. Any lot owner paying their proportionate share of the cost of maintenance or improvement shall be entitled to bring suit against any lot owner failing to pay their proportionate share of the maintenance or improvement assessment within 30 days of billing and shall be entitled to recover for themselves and the other non-defaulting lot owners, if successful, liquidated damages equal to three times the amount of the maintenance assessment in question as well as attorney fees and court costs. Each lot shall be entitled to one vote on matters relating to maintenance and improvement of Outlot C and a majority of the votes cast on any issue shall control.

34. No motorized boats or motor vehicles including motorcycles, three wheelers, four wheelers and ATVs shall be operated on Outlots A, B or C. Canoes and flat bottom boats may be used on the water impoundments on Outlots A, B and C and any such craft may be powered by electric trolling motors.

35. If any party subject to the terms of these covenants shall violate, attempt to violate, or permit any violation of these covenants or the restrictions herein, any lot owner shall be entitled to prosecute a proceeding at law or in equity against the violating party to prevent them from violating the terms of these covenants and/or to recover damages for such violations. The prevailing party shall be entitled to the recovery of attorney fees, court costs and liquidated damages in the minimum amount of \$500.00 if their actual damages should be less.

36. These covenants shall run with the land and shall be perpetual in duration. The covenants may be amended by the affirmative vote of the owners of 60% or more of the lots within the Addition, each lot being entitled to one vote; provided, however, as long as Grant Ridge Corporation owns any lots within the Addition, Grant Ridge Corporation shall be entitled to unilaterally veto any proposed amendment.

37. Invalidation of any covenant or portion thereof by a court of competent jurisdiction shall not affect the other covenants or provisions thereof which shall remain in full force and effect.

38. These covenants are meant to supplement the zoning restrictions of Jones County and/or Anamosa, Iowa. In any instant where the provisions of these covenants and the zoning restrictions of Jones County and /or Anamosa, Iowa conflict, the more restrictive regulation shall apply.

Dated this _____ day of _____, 200_____.

GRANT RIDGE CORPORATION

BY: _____
Edward J. "Duke" Dusheck, President

BY: _____
Thomas A. Oberbroeckling, Secretary

STATE OF IOWA)
) ss
COUNTY OF JONES)

This instrument was acknowledged before me on _____ day of _____, 2005 by, Edward J. "Duke" Dusheck and Thomas A. Oberbroeckling as President and Secretary of Grant Ridge Corporation.

Notary Public in and for the State of Iowa