

# FINAL PLAT EAGLES VIEW PLAT 1

DEVELOPER/OWNER:		MANAGING OFFICE:		PROJECT LOCATION DESCRIPTION:		REFERENCE STATEMENT:	
HARNEY INDUSTRIES INC 17488 WENDOVER AVE GRANGER, IA 50109		GRIMES OFFICE 101 NE CIRCLE DRIVE GRIMES, IOWA 50111 PH: (515) 986-5074 FAX: (515) 986-0588		JEFFERSON TOWNSHIP, SECTION 7/7-80-NR-25-W POLK COUNTY, IOWA CONTAINING 8.11 ACRES		THIS SURVEYING DOCUMENT WAS PREPARED FOR USE ON THIS PROJECT IN ACCORDANCE WITH THE CLIENT'S SCOPE OF WORK REQUIREMENTS. ABACI CONSULTING, INC. ASSUMES NO RESPONSIBILITY OR LIABILITY (CONSULTANT OR OTHERWISE) FOR ANY USE OF THIS DRAWING (OR ANY PART THEREOF) EXCEPT IN ACCORDANCE WITH THE TERMS OF SAID SCOPE OF WORK REQUIREMENTS.	
DAN DUGAMP PO BOX 369 GRANGER, IA 50109 PH: (515) 292-6074 TJ.HARNEY@AIGL.COM		PROJECT ENGINEER: DAN DUGAMP EMAIL: dan@abaci.com		PROPOSED ZONING: R-1A (SINGLE-FAMILY RESIDENTIAL DISTRICT)		UTILITIES SHOWN FOR REFERENCE ONLY. IOWA LAW REQUIRES AT LEAST 48 HOURS ADVANCE NOTICE BEFORE EXCAVATION BEGINS. NOTIFY TOWN ONE CALL SERVICE. PHONE: 1-800-292-8989. ADDITIONALLY, THE CONTRACTOR SHALL ALSO NOTIFY THE OWNER AT LEAST 48 HOURS PRIOR TO STARTING CONSTRUCTION AND HAVE ANY AND ALL PRIVATE UTILITIES LOCATED.	
PROJECT SURVEYOR: VINCENT E. PIAGENTINI EMAIL: vpi@abaci.com		STAKING COORDINATOR: CHRIS ALDRICH EMAIL: cna@abaci.com		PROJECT BULK REGULATIONS:		LOT AREA 8,000 S.F. LOT FRONTAGE 70' 70' FRONT YARD BSB 30' 30' SIDE YARD BSB 7'15' TOTAL 7'15' TOTAL REAR YARD BSB 35' 35'	

**LEGAL DESCRIPTION:**  
ALL THAT PART OF NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7; THENCE SOUTH 00°09'34" WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1323.76 FEET; THENCE SOUTH 89°48'44" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 924.78 FEET; TO THE POINT OF BEGINNING; THENCE NORTH 00°09'17" EAST, A DISTANCE OF 48.03 FEET; THENCE SOUTH 89°48'44" EAST, PARALLEL AND EQUIDISTANT FROM THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 477.51 FEET; THENCE SOUTH 00°09'34" WEST, A DISTANCE OF 48.03 FEET; THENCE SOUTH 89°48'44" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 00°11'21" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 661.87 FEET; TO THE NORTHEAST CORNER OF LOT 14 TWIN EAGLES POINT PLAT 1, AN OFFICIAL PLAT IN POLK COUNTY, IOWA; THENCE SOUTH 89°48'58" WEST, ALONG THE NORTH LINE OF TWIN EAGLES POINT PLAT 1 TO THE NORTHWEST CORNER OF LOT 13 TWIN EAGLES POINT PLAT 1, A DISTANCE OF 497.23 FEET; THENCE NORTH 00°09'17" EAST, A DISTANCE OF 685.10 FEET; TO THE POINT OF BEGINNING, AND CONTAINING 8.11 ACRES OF LAND, MORE OR LESS.

- NOTES:**
- IN ANY AREA WHERE A PUE OVERLAPS A DESIGNATED CITY OF GRANGER UTILITY EASEMENT, THE USE OF THIS PUE IS SUBORDINATE TO THE CITY'S EASEMENT INTEREST AND USE OF THE EASEMENT, INCLUDING FUTURE USE OF THE EASEMENT BY THE CITY. ANY UTILITY IN CONFLICT WITH THE CITY'S USE OF A DESIGNATED UTILITY EASEMENT MUST RELOCATE THE CONFLICT WITHOUT EXPENSE TO THE CITY.
  - NO BUILDINGS SHALL BE CONSTRUCTED WITHIN EITHER A PUBLIC OR PRIVATE EASEMENT AREA.
  - REFER TO EXHIBIT 'A' WITHIN THE COVENANTS RECORDED WITH THE FINAL PLAT FOR APPLICABLE MINIMUM PROTECTION ELEVATIONS (MPEs) FOR HOME CONSTRUCTION.

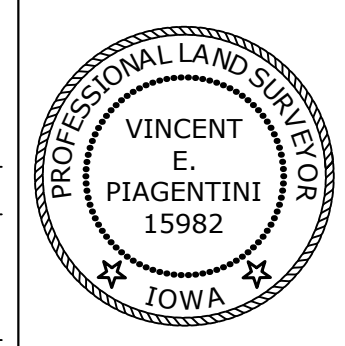
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	23.82'	15.00'	90.98'	N45° 20' 02"W	21.39'
C2	65.88'	303.00'	12.46'	S82° 56' 55"W	65.75'
C3	74.95'	303.00'	14.17'	S69° 38' 01"W	74.76'
C4	73.32'	383.00'	11.57'	N73° 11' 30"E	73.20'
C5	64.62'	383.00'	10.20'	N84° 04' 40"E	64.53'
C6	23.31'	15.00'	89.02'	N44° 39' 58"E	21.03'
C7	139.25'	333.00'	23.96'	N77° 11' 53"E	138.23'



I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: **VINCENT E. PIAGENTINI** DATE: \_\_\_\_\_  
 PRINTED OR TYPED NAME: VINCENT E. PIAGENTINI  
 IOWA LIC. NO. 15982  
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2018.

PAGES COVERED BY THIS SEAL: \_\_\_\_\_



LEGEND	
▲	SECTION CORNER
●	PROPERTY CORNER
○	CENTERLINE OF ROAD
—	SECTION LINE
---	PLAT BOUNDARY
---	LOT LINE
---	RIGHT OF WAY
---	BLDG SETBACK LINE
---	PUE
---	PUBLIC UTILITY EASEMENT
---	SANITARY SEWER EASEMENT
---	STORM SEWER EASEMENT
---	WATER MAIN EASEMENT
---	GAS EASEMENT
---	EASEMENT LINE
---	ADDRESS

**ABACI CONSULTING, INC.**  
**CIVIL ENGINEERING - LAND SURVEYING**  
 101 NE CIRCLE DR., GRIMES, IA 50111 | 110 W. GREEN ST., WINTERSSET, IA 50273  
 PH: (515) 986-5048 | PH: (515) 462-3995

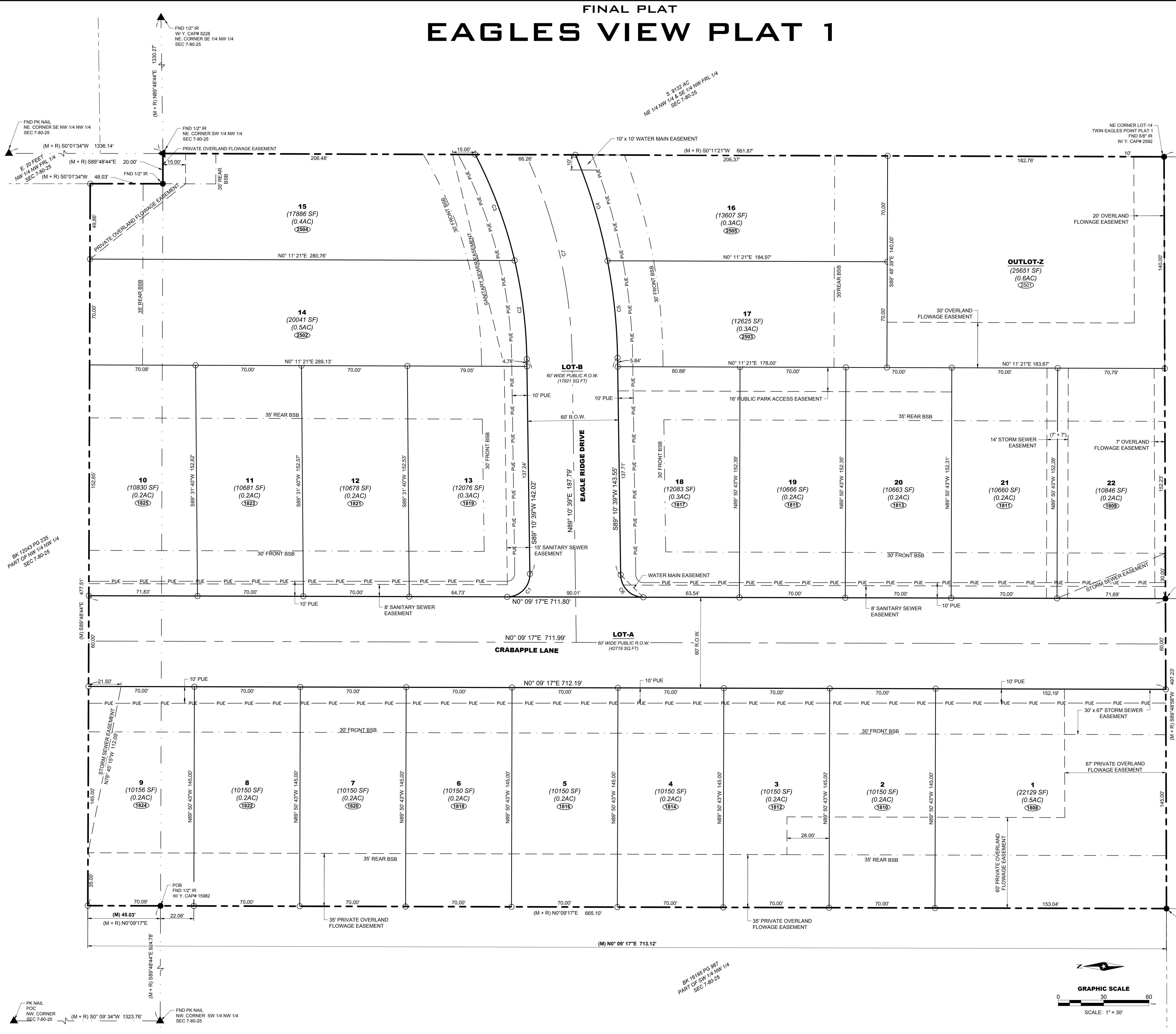
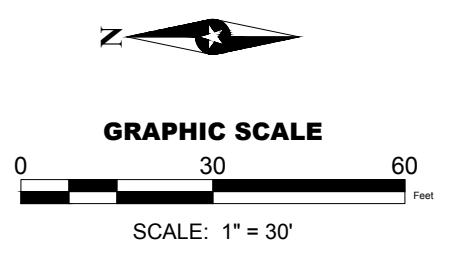
REVISIONS SCHEDULE:	

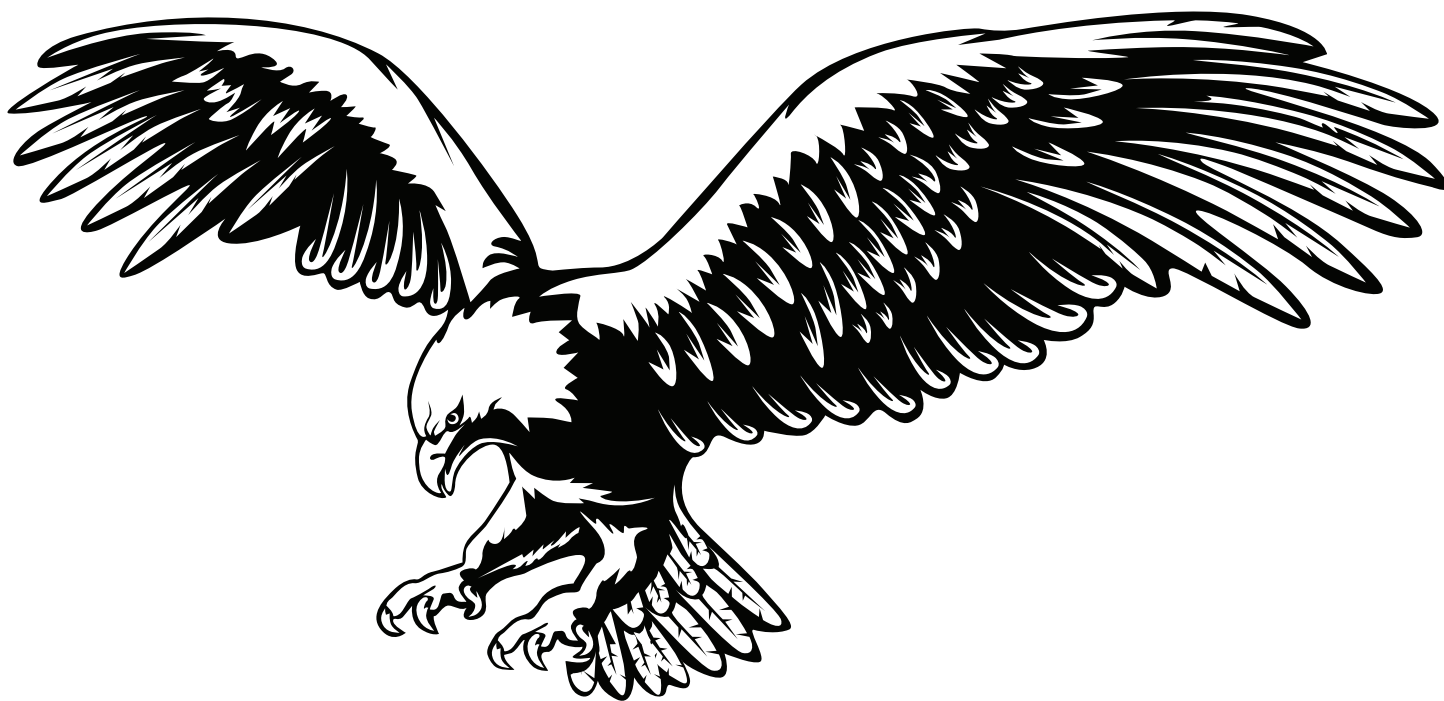
ABBREVIATIONS	
R	RECORDED BEARING AND DISTANCE
M	MEASURED BEARING AND DISTANCE
C	CALCULATED BEARING AND DISTANCE
AC	ACRES
SF	SQUARE FOOTAGE
ROW	RIGHT OF WAY
PUE	PUBLIC UTILITY EASEMENT
BSB	BUILDING SETBACK
TP	TYPICAL
YPC	YELLOW PLASTIC CAP
MPE	MINIMUM PROTECTION ELEVATION
POB	POINT OF BEGINNING
EASE	EASEMENT
CL	CENTERLINE

FINAL PLAT	
PROJECT NO:	16409
DRAWING FILE NO:	16-10065
DRAWN BY:	VEP
ISSUE DATE:	
CLIENT PROJECT NO:	

**EAGLES VIEW PLAT 1**  
GRANGER, POLK COUNTY, IOWA

SHEET NO: **1**





# EAGLES VIEW

Sue Harney 515-202-5415

Whitney Griffin 515-371-2734

Abbie Williams 515-494-6941

**IOWA**Realty®

**Iowa's Largest**



Welcome to Eagles View, the newest development within the city limits of Granger, in Polk County, Iowa. It is conveniently located off HWYs 141 and 17 and is only minutes from I-80/35 and the Des Moines Metro.

Granger is a community located within Dallas and Polk County, that had a population of 1,416 people in 2014, and has grown consistently within the last few years.



# MISSION STATEMENT

*“Woodward-Granger CSD will build futures one student at a time through a supportive culture of high expectations.”*

## Woodward Granger School District

- Elementary school and Early Learning Center is located in Granger, within walking distance from Eagles View
- Middle School, High School and Grandview located in Woodward.
- Sports offered: Baseball/Softball, Basketball, Golf, Football, Volleyball, Track, Wrestling, Cross Country



# Community Events and Organizations



## Events

- Granger Days
- Car Shows
- Praise Fest
- Breakfast w/ Santa
- 141 Garage Sale



## Organizations

- American Legion Post 717
- Granger Legion Auxiliary
- Granger Federated Women's Club
- Granger Friends of the Library
- Little League
- Boy Scouts of America
- Knights of Columbus
- Partners of the Park



# Community Events and Organizations

## Nearby Attractions

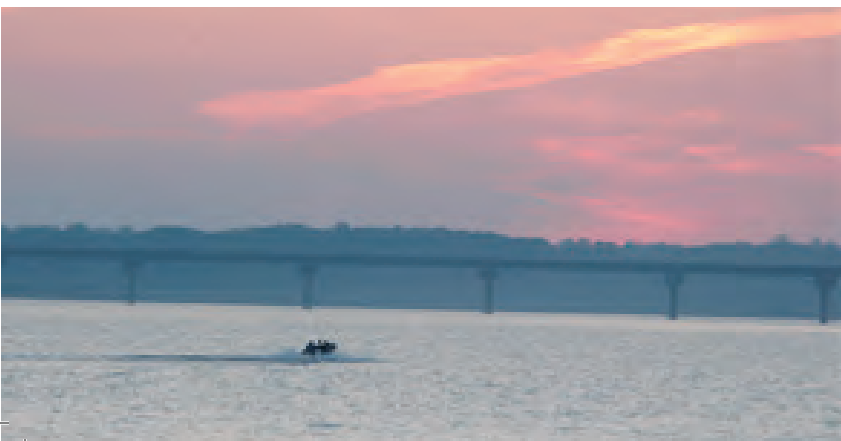
Granger offers an abundance of activities within city limits provided by our Parks & Recreation department and several more within 5 to 10 minutes of our community.

**High Trestle Trail** – The trail head for this magnificent trail begins just 10 minutes away and extends 25 miles through wooded river valleys and across the Des Moines river. This trail is the newest addition to Iowa’s 670-mile Central Iowa Trail System.

**Jester Park & Saylorville Lake** – Granger is less than 5 minutes away from Swimming, Camping, Boating, Fishing, Wildlife and Bird Watching.

**Jester Golf and Country Club** – This award winning, 18 Hole Championship Golf Course and Par 3 Executive Course is open year round!

**Jester Equestrian Center** – Nearby stables offer dozens of trail ready horses for novice and expert riders alike and miles of guided and self-guided trails.



## Eagles View has some of the prettiest views in Polk County!



Eagles View has the convenience and easy access to all Des Moines Metro locations. Not only will the location and views amaze you, so will the prices! Granger is an upcoming area without the “big city” prices.



EXISTING TWIN EAGLES DEVELOPMENT



# Pricing

Lot 1	\$69,900.00	Walkout
Lot 2	\$64,500.00	Walkout
Lot 3	\$64,500.00	Walkout
Lot 4	\$64,500.00	Walkout
Lot 5	\$64,500.00	Walkout
Lot 6	\$64,500.00	Walkout
Lot 7	\$64,500.00	Walkout
Lot 8	\$64,500.00	Walkout
Lot 9	\$64,500.00	Walkout
Lot 10	\$59,900.00	Flat
Lot 11	\$59,900.00	Flat
Lot 12	\$59,900.00	Flat
Lot 13	\$63,500.00	Corner
Lot 14	\$71,500.00	Walkout
Lot 15	\$71,500.00	Walkout
Lot 16	\$68,900.00	Daylight
Lot 17	\$68,900.00	Daylight
Lot 18	\$63,500.00	Corner
Lot 19	\$59,900.00	Flat
Lot 20	\$59,900.00	Flat
Lot 21	\$59,900.00	Flat
Lot 22	\$59,900.00	Flat

Financing options available: Cash, Conventional, FHA, FMHA, VA, USDA



Doc ID: 032289180011 Type: GEN  
Kind: RESTRICTIVE COVENANT  
Recorded: 09/08/2017 at 10:20:08 AM  
Fee Amt: \$57.00 Page 1 of 11  
Polk County Iowa  
JULIE M. HAGGERTY RECORDER  
File# 2017-00019938

BK 16634 PG 418-428

RETURN TO:

Preparer: When recorded, RETURN TO: David Wetsch, 974 - 73<sup>rd</sup> Street, # 20, Des Moines, IA 50324 (515) 223-6000.

**AMENDED AND SUBSTITUTED DECLARATION OF  
RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
EAGLES VIEW PLAT 1  
an Official Plat, Granger, Polk County, Iowa**

Pursuant to Article XVIII of the Original Declaration filed with the Polk County Recorder's Office on March 14, 2017, in Book 16404, Page 569 of the Polk County Recorder's Office, Harney Industries, Inc., an Iowa corporation, being the owner of the following described real estate, to-wit:

All that part of North Half of the Southwest Quarter of the Northwest Quarter and the Northwest Fractional Quarter of the Northwest Quarter of Section 7, Township 80 North, Range 25 West of the 5<sup>th</sup> P.M., Polk County, Iowa, more particularly described as follows: Commencing at the Northwest Corner of said Section 7; thence South 00°09'34" West, along the West line of said Northwest Quarter, a distance of 1323.76 feet; thence South 89°48'44" East, along the North line of the Southwest Quarter of the Northwest Quarter, a distance of 924.78 feet, to the Point of Beginning; thence North 00°09'17" East, a distance of 48.03 feet; thence South 89°48'44" East, parallel and equidistant from the North line of the Southwest Quarter of the Northwest Quarter, a distance of 477.51 feet; thence South 00°01'48" West, a distance of 48.03 feet; thence South 89°48'44" East, along the North line of the Southwest Quarter of the Northwest Quarter, a distance of 20.00 feet to the Northeast Corner of the Southwest Quarter of the Northwest Quarter; thence South 00°11'21" West, along the East line of the Southwest Quarter of the Northwest Quarter, a distance of 661.88 feet, to the Northeast Corner of Lot 14 Twin Eagles Point Plat 1, an Official Plat in Polk County, Iowa; thence South 89°48'58" West, along the North line of Twin Eagles Point Plat 1, to the Northwest Corner of Lot 13 Twin Eagles Point Plat 1, a distance of 497.23 feet; thence North 00°09'17" East, a distance of 665.10 feet, to the Point of Beginning, and containing 8.11 acres of land, more or less;

which parcel is being platted and will be known as:

**Eagles View Plat 1**, an Official Plat, now included in and forming a part of the City of Granger, Polk County, Iowa;

does hereby amend and adopt this Amended and Substituted Declaration of Residential Covenants, Conditions and Restrictions for **Eagles View Plat 1**, an Official Plat, Granger, Polk County, Iowa.

WHEREAS, said property is referred to herein as **Eagles View Plat 1**; and

WHEREAS, Declarant is desirous of protecting the value and desirability of **Eagles View Plat 1**.

NOW, THEREFORE, Declarant hereby declares that the **Eagles View Plat 1**, shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the property and which shall run with the land and shall be binding on all parties having any right, title or interest therein or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

#### **I. DEFINITIONS**

For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:

- A. **Eagles View Plat 1** shall mean and refer to the property described above.
- B. "Declarant" shall mean and refer to **Harney Industries, Inc.**
- C. "Lot" shall mean and refer to each and any individual parcel of land within **Eagles View Plat 1**.
- D. "Owner" shall mean and refer to the owner of record (whether one or more persons or entities) of the legal or equitable title to any Lot.
- E. "Outbuilding" shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house,

#### **II. RESIDENTIAL USE**

All Lots in **Eagles View Plat 1** shall be residential lots and shall not be improved, used or occupied for other than private residential purposes. No business activity (whether it be full or part-time) may be conducted on any lot or in any dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of the provisions of the zoning ordinance (#346) of the City of Granger applicable to **Eagles View Plat 1**.

### **III. BUILDING TYPES AND AREAS**

Except as specified herein, no building or other structure shall be constructed, altered, or maintained on any Lot, other than a single-family dwelling.

No dwelling shall be constructed on any Lots unless the design and location is in reasonable harmony with existing structures and unless it meets the following minimum square feet of living area requirements.

- A. One-story dwellings shall have a finished floor area of not less than 1400 square feet.
- B. One and one-half story dwellings shall have a finished floor area of not less than 1600 square feet.
- C. Two-story dwellings, including buildings commonly referred to as split-level, shall have a finished floor area of not less than 1800 square feet.
- D. In computing total finished area, zero percent (0%) of a finished area which has its floor below the exterior grade shall be included in the total finished area requirements.
- E. In the computation of floor area, the same shall not include any porches, breezeways, or attached or built-in garages.

No dwelling structure of any kind may be moved onto any Lot. All exterior design elements showing the front elevation of the dwelling will be covered with no less than 50% stone or brick veneer (exclusive of doors and windows). All exterior painted portions of new dwellings constructed on any Lot shall be painted with one of the colors designated in writing by Declarant as being an acceptable exterior color. All exterior painted portions of dwellings which are re-painted shall be re-painted in one of said colors or another conservative and traditional residential dwelling color. The lowest floor of any residence constructed in **Eagles View Plat 1** shall be required to have a minimum protection elevation as set forth in Exhibit "A" attached hereto and incorporated by this reference; or such structure must be flood-proofed to such minimum protection elevation.

### **IV. GARAGES AND DRIVEWAYS**

All dwellings shall have, at a minimum, a two-car attached garage. All dwellings shall have a concrete driveway not less than 16 feet in width and running from the City street to the garage.

### **V. TEMPORARY AND OTHER STRUCTURES: CERTAIN USES**

No temporary building or structure shall be built or maintained on any Lot without the express written consent of Declarant. No camper, motor home, boat, trailer, tent, shack, garage,

unfinished dwelling basement or outbuilding shall be used at any time as a dwelling. No truck with a gross vehicle weight greater than forty-five hundred pounds and no camper, motor home, boat, jet ski, snowmobile, trailer, mechanical equipment or similar property may be parked or maintained on any Lot (except inside a garage) or on the public street adjacent to any Lot, provided that this restriction shall not apply to what are customarily considered sport utility vehicles, passenger vans or "conversion vans" or pick up trucks, equipment or trailers used in connection with construction of or rebuilding of a dwelling on any Lot. At no time shall an automobile motorcycle, truck, camper, motor home, other vehicle, boat, jet ski, snowmobile, trailer, mechanical equipment or similar property be disassembled repaired or serviced on any Lot, except inside a garage or dwelling. No automobile, motorcycle, truck, camper, motor home, other vehicle, boat, jet ski, snowmobile, trailer, mechanical equipment or similar property may be at any time parked or maintained on the yard of any Lot.

#### **VI. FENCES**

All fences must be constructed of wood or black chain link or any other material expressly approved in writing by the Declarant.

#### **VII. EASEMENTS**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Official Plat of **Eagles View Plat I**. The Owner and/or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant, maintain, keep and preserve that portion of the easement area within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building, structure or other improvement of any kind within said easement areas (except customary and traditional ground cover) which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utility services and drainage facilities within such easement areas. The Owner and/or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant preserve and maintain any berm and/or swale constructed for drainage purposes to accomplish the purposes for which it was created.

#### **VIII. NUISANCES**

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 what a reasonable person would consider to be a genuine annoyance or a genuine nuisance, either temporarily or permanently.

#### **IX. SIGNS**

No sign of any kind shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except (i) street markers, traffic signs or any signs installed by the City of Granger, by other government entities or by the Declarant, (ii) signs which have been approved by Declarant in writing not exceeding 144 square inches in area on which there shall only be exhibited the street

number and/or the name of the resident, and (iii) a customary and traditional sign (one per Lot) advertising a Lot or dwelling for sale, not exceeding 1,296 square inches. In any event, all signs must comply with any ordinances that may be enacted by the City of Granger. In the event that any signs other than those described above shall be placed or exposed to view on any Lot, the agents of the Declarant are hereby given the right to enter upon such Lot and remove said signs.

**X. TRASH RECEPTACLES**

No trash receptacles or garbage cans shall be permitted to be placed on a Lot outside a dwelling, garage or outbuilding unless hidden by a customary and traditional screen of suitable height. However, unscreened trash in proper containers and/or bags shall be allowed to be placed on a Lot outside a dwelling, garage or outbuilding, but no earlier than eighteen (18) hours prior to a scheduled pick up of such trash. Such unscreened trash containers must be returned to the screened area or inside a dwelling, garage or outbuilding within twelve (12) hours following said scheduled pick up of such trash.

**XI. UTILITIES**

All utility connection facilities and services shall be underground.

**XII. ANTENNAS**

No exterior towers or antennas of any kind shall be constructed, modified, or permitted on any Lot, except as herein specifically permitted. Customary television or radio antennas not exceeding five (5) feet in height shall be permitted if attached directly to either the dwelling or the garage. A satellite dish (or similar structure) with a diameter of less than nineteen inches (19") shall be permitted to be placed elsewhere on a Lot, but only if it is totally hidden from view by a customary and traditional screen of suitable height (or otherwise totally hidden from view) from all other areas within **Eagles View Plat 1**, streets adjoining **Eagles View Plat 1**, **Eagles Summit** and/or **Eagles Landing**.

**XIII. MAINTENANCE**

The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the Lot free of trash, weeds and debris and to keep the lawn and landscaping well maintained and healthy. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the exterior of any dwelling, the driveway, fence, screening and all other improvements.

**XIV. ANIMAL RESTRICTIONS**

No animals, livestock or poultry of any kinds 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. In no event, however, shall more than and total of three (3) dogs and/or cats be kept at any one Lot at any one time. Dogs must be either kept in the dwelling or kept in a shelter aesthetically compatible with the dwelling and surrounding areas, and dog runs,

if any, shall be totally hidden from view by a customary and traditional screen of suitable height (or otherwise totally hidden from view) from all other areas within **Eagles View Plat 1**, streets adjoining **Eagles View Plat 1**, Eagles Summit and/or Eagles Landing. No dog may be kept outside the dwelling for more than one (1) hour per day, if it barks in such a manner (or barks to the extent) that a reasonable person would consider it to be a genuine annoyance or genuine nuisance.

#### **XV. ACCESSORY STRUCTURES**

The placement of an outbuilding or Morton building must be pre-approved by the Declarant so long as Declarant owns at least one lot. An owner seeking to construct an outbuilding or Morton building must submit a written request to the Owner containing the request, specific renderings and details illustrating the type of building proposed, the materials to be used, and the paint color of the building. Declarant, after receiving said request, may respond within thirty days. If no response is provided by Declarant, then said written request is denied.

Each Lot may have customary and traditional accessory structures such as a swimming pool, hot tub, and the like, provided they comply with the Code of Ordinances of the City of Granger, Iowa. Any trash receptacle or Outbuilding (that is approved) shall be properly screened by a private fence and/or shrubbery. Swimming pools, Approved Outbuildings and other accessory structures and improvements shall not extend farther than the front line of the residential dwelling extended to the side lot lines and shall not be located within twenty (20) feet of any side or rear lot line, as established by the zoning ordinance (#346) of the City of Granger (or the recorded Official Plat of **Eagles View Plat 1**, whichever is the more restrictive).

#### **XVI. SURFACE WATER**

The topography of **Eagles View Plat 1** 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 and benefitted by such easements as may exist for the flowage of surface water under the law of the State of Iowa, as may be in effect from time to time; and all owners shall have such rights and obligation with respect thereto as may be provided by such law.

The Owner and/or occupant of each Lot, jointly and severally, whether vacant or improved, their agents, assigns, heirs and/or building contractors, shall take all necessary precautions to prevent, stabilize and control erosion within its Lot to prevent sediment migration and soil erosion from extending beyond the boundaries of the Lot. The Owners of all Lots located within **Eagles View Plat 1**, shall be equally responsible for the costs of maintaining the storm water detention basin. In the event of any occurrence of soil erosion, the Owner and/or occupant of the Lot shall, jointly and severally, promptly clean up all eroded sediment and restore all affected areas to their original condition.

Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Owner shall be solely responsible for the 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 Lot.

During the ownership of the Lot, 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 (i) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot and/or (ii) any alleged violation of any NPDES or storm water discharge rules or regulation.

#### **XVII. ENFORCEMENT OF COVENANTS**

This Declaration of Residential Covenants, Conditions and Restrictions shall be deemed to run with the land, and the Declarant and/or the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration of Residential Covenants, Conditions and Restrictions and enjoin its violation or for damages for the breach thereof, or for any remedy or combination of remedies recognized at law or in equity.

#### **XVIII. AMENDMENTS OF COVENANTS**

This Declaration may be amended from time to time with the approval of the Owners. Such approval shall be given by the affirmative vote of not less than two-thirds (2/3) of the Owners. The Owner of each Lot (or the joint Owners of a single Lot in the aggregate) shall be entitled to cast one vote on account of each Lot owned. Provided, however, until the Declarant, or its assignee, has sold all of the Lots, it may make amendments or modifications to this Declaration without the consent of any other Owners or other party. Such amendments or modifications by the Declarant shall be effective the date the amendment or modification has been filed with the Recorder.

#### **XIX. PERIOD OF COVENANTS**

This Amended and Substituted Declaration of Covenants, Conditions and Restrictions shall continue and remain in full force and effect at all times as to the **Eagles View Plat 1** and as to the Owners of any Lot, regardless of how title was acquired, until the 31<sup>st</sup> day of December, 2041 on which date this Amended and Substituted Declaration of Covenants, Conditions and Restrictions shall automatically be extended for one additional period of twenty (20) years, unless on or before the end of the initial period, the Owners of not less than fifty (50) percent of the Lots, by written instrument duly recorded, declare a termination of the same.

#### **XX. ENFORCEMENT AND WAIVER**

In the event that any one or more of the foregoing covenants, conditions or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgement or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions and restrictions not so expressly held to be void, which shall continue unimpaired and in full force and effect.

Wherever there is a conflict between this Amended and Substituted Declaration and the Code of Ordinances of the City of Granger, Iowa the more restrictive provision shall be binding.



**XXI. STORM WATER DETENTION FACILITIES:**

By the execution and recording of this instrument, the Declarant does hereby grant, establish and convey an Easement over and across the following described parcel of property:

All that part of the Northwest Fractional Quarter of the Northwest Quarter of Section 7, Township 80 North, Range 25 West of the 5<sup>th</sup> P.M., Polk County, Iowa, more particularly described as follows:

Commencing at the Northwest Corner of said Section 7; thence South 00°09'34" West, along the West line of said Northwest Quarter, a distance of 1323.76 feet; thence South 89°48'44" East, along the South line of the Northwest Fractional Quarter of the Northwest Quarter, a distance of 724.78 feet, to the Point of Beginning; thence North 00°09'17" East, a distance of 120.00 feet; thence South 89°48'44" East, parallel and equidistant from the South line of the Northwest Fractional Quarter of the Northwest Quarter, a distance of 315.00 feet; thence South 00°09'17" West a distance of 71.97 feet; thence North 89°48'44" West, a distance of 115.00 feet; thence South 00°09'17" West, a distance of 48.03 feet, to a point on the South line of said Northwest Fractional Quarter of the Northwest Quarter; thence North 89°48'44" West, along said South line, a distance of 200.00 feet, to the Point of Beginning, containing 32,277 square feet (0.74 acres) more or less;

for the purpose of creating and maintaining a storm water detention basin designed to control storm water run-off. Each Lot benefits from said storm water detention basin designed to control storm water run-off through construction and maintenance of the storm water detention basis with outlet control structures on the above described parcel.

The Owner of each Lot located within **Eagles View Plat 1**, Lots 1 through 22, inclusive, shall be responsible for a pro rata portion of the costs and expense to maintain and preserve the Storm Water Management Facilities in good condition and in substantial compliance with the storm water management plan (the "Storm Water Management Plan"). Each individual Lot Owner shall not plant nor permit to grow any trees or other vegetative growth which might reasonably be expected to obstruct or impair usage of the Storm Water Management Facilities. Such maintenance obligations shall include, but are not limited to, mowing, weed control, replacement of permitted vegetation, removal of trash, litter and debris and control of the flow of water and designed storage volume within the basins by keeping the basin outlets and intakes clear of sediment and debris.

In the event that the City has determined that the Owners of a Lot containing a portion of the Storm Water Management Facilities have failed to adequately maintain the surface of the Storm Water Management Facilities as set forth above within a reasonable time after receipt of notice from the City, the City may cause such work to be done and assess the reasonable and necessary costs of such work, including the cost of materials and equipment, as a special assessment upon each Lot, which assessment shall be a lien on the Lot, billed and collected as ordinary taxes.

All Owners shall be required to make an annual visual inspection of all pipes, inlets, outlets and basins for defects, obstructions and changes from the Storm Water Management Plan. Whenever the Storm Water Management Facilities shall, in the judgment of the Owners, require repairs, grading, dredging, replanting, alterations, improvements or maintenance, and the making of such repairs, grading, dredging, replanting, alterations, improvements or maintenance shall have been authorized by a resolution signed by one or more individual Owners who collectively own at least sixty percent (60%) of the Lots, the Owners shall proceed with the work. The total reasonable and necessary costs of such work, including the expense of materials and equipment, to restore the Storm Water Management Facilities to compliance with the approved Storm Water Management Plan, shall be allocated in equal shares against each of the Lots. The Owners of each Lot, for themselves, their heirs, successors and assigns covenant and agree to pay promptly when due all amounts so allocated against them or their Lot. In the event that the Owners of a Lot fail to pay such amounts within a reasonable time after receipt of notice, the amount of the assessment shall be a lien against such Owners' Lot. The assessment lien may be enforced in equity as in the case of any lien foreclosure. The assessment shall accrue to the benefit of and may be enforced by the then current Owners of each of the other Lots.

In the event that the City has determined that the Owners have failed to perform any repair, grading, dredging, replanting, alterations or improvements necessary to maintain the Storm Water Management Facilities in substantial compliance with the Storm Water Management Plan within a reasonable time after receipt of notice from the City, the City may cause such work to be done as necessary to restore such facilities into substantial compliance with the Storm Water Management Plan and assess the reasonable and necessary costs of such work, including the cost of materials and equipment, as a special assessment upon the Lots, which assessment shall be a lien on each Lot, billed and collected as ordinary taxes.

## **XXII. SEEDING AND SODDING OF LOTS**

All owners shall ensure adequate soil erosion measures are undertaken to ensure compliance with all Department of Natural Resources and Environmental Protection Agency regulations. Any fines assessed as a result of an Owner's failure hereunder shall be paid for by the responsible Owner. If Declarant is assessed a fine for an Owner's failure hereunder, the Declarant shall have the option of paying the fine with reimbursement from the Owner or presenting the fine to Owner with a written demand for immediate payment. Within thirty days of completion of the construction of a single-family home on any lot, the Owner shall seed and/or sod the front, side and back yards of the single-family residence. If weather conditions prevent Owner from establishing sod or seed, then the Owner shall sod or seed immediately when weather conditions will so permit the establishment of a lawn.

The Amended and Substituted Declaration of Residential Covenants, Conditions and Restrictions, was made the date first written above by the Declarant.

IN WITNESS WHEREOF, the undersigned has executed this AMENDED AND SUBSTITUTED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS on this 29 DAY OF August, 2017.

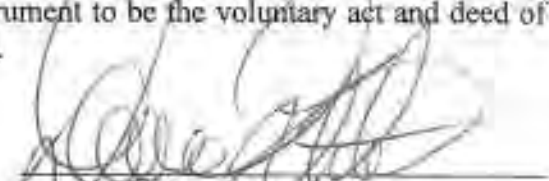
  
Timothy J. Harney, President  
Harney Industries, Inc.

  
Susan T. Harney, Vice President  
Harney Industries, Inc.

STATE OF IOWA )  
                          )ss:  
COUNTY OF POLK )

On this 29 day of August, 2017, before me, the undersigned, a Notary Public in and for the said State, personally appeared Timothy J. Harney, to me personally known, who being by me duly sworn, did say that he is the President of the Corporation executing the within and foregoing instrument to which this is attached, that the instrument was signed with the authority of the Corporation and on behalf of the Corporation and that Timothy J. Harney, as said officer, acknowledges the execution of the foregoing instrument to be the voluntary act and deed of the Corporation, by it and by him voluntarily executed.




  
Notary Public - State of Iowa

STATE OF IOWA )  
                          )ss:  
COUNTY OF POLK )

On this 29 day of August, 2017, before me, the undersigned, a Notary Public in and for the said State, personally appeared Susan T. Harney, to me personally known, who being by me duly sworn, did say that she is the Vice President of the Corporation executing the within and foregoing instrument to which this is attached, that the instrument was signed with the authority of the Corporation and on behalf of the Corporation and that Susan T. Harney, as said officer, acknowledges the execution of the foregoing instrument to be the voluntary act and deed of the Corporation, by it and by her voluntarily executed.



  
Notary Public - State of Iowa

# EAGLES VIEW PLAT 1

Granger, Iowa

Minimum Protection Elevations (MPE)

	MPE
Lot 1	918.5
Lot 2	918.5
Lot 3	918.5
Lot 7	924.5
Lot 8	924.5
Lot 9	924.5
Lot 10	930.0
Lot 22	922.5

