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Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2017-00008973

BK 16585 PG 932-935

Preparer Information: James M. Gocke, 210 N.E. Delaware Avenue, Suite 200, Grimes, Iowa 50021; (515) 964-8777
After Filing Return To: James M. Gocke, 210 N.E. Delaware Avenue, Suite 200, Grimes, Iowa 50021

RETURN TO:

**FIFTH AMENDMENT TO THE
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BRIDGE CREEK PLAT 1
A SUBDIVISION IN GRIMES, POLK COUNTY, IOWA**

KNOW ALL PERSONS BY THESE PRESENTS that Bridge Creek, L.L.C., an Iowa Limited Liability Company, ("Declarant"), desires to amend the Declaration of Covenants, Conditions and Restrictions on the following described real property:

Lots 1-28 in Bridge Creek Plat 1, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa.

Lot 1 in Bridge Creek Plat 4

Lots 1, 1A, 2, 2A, 3, and 3A in Bridge Creek Plat 3, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa

(hereinafter the "Properties")

WHEREAS, Lots 1 through 28 Bridge Creek Plat 1, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa, was subjected to the Declaration of Covenants, Conditions and Restrictions of Bridge Creek Plat 1, a Subdivision in Grimes, Polk County, Iowa, an instrument dated May 28, 2008 and filed August 27, 2008, in Book 12760, at Pages 635-653 in the records of the Recorder of Polk County, Iowa ("**Declaration**"), and containing a provision that such lots were subject to the "Association" meaning Bridge Creek Homeowner's Association, for which a Declaration of Homeowners' Association for Bridge Creek, Grimes, Polk County Iowa, was dated May 28, 2008 and filed August 27, 2008 in Book 12760 at Page 654-676 in the records of the Recorder of Polk County, Iowa.

WHEREAS, said Declaration has been amended previously by First Amendment to Declaration of Covenants, Conditions and Restrictions of Bridge Creek Plat 1, a Subdivision in

Grimes, Polk County, Iowa, dated January 18, 2011, and filed January 21, 2011, in Book 13746, at Pages 645-647; a Second Amendment to Declaration of Covenants, Conditions and Restrictions of Bridge Creek Plat 1, a Subdivision in Grimes, Polk County, Iowa, dated January 22, 2013, and filed February 1, 2013, in Book 14640, at Pages 615-617 in the records of the Recorder of Polk County, Iowa; a Third Amendment to Declaration of Covenants, Conditions and Restrictions of Bridge Creek Plat 1, a Subdivision in Grimes, Polk County, Iowa, dated August 28, 2013, and filed September 27, 2013, in Book 14973, at Pages 218-220 in the records of the Recorder of Polk County, Iowa; and a Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of Bridge Creek Plat 1, a Subdivision in Grimes, Polk County, Iowa, dated April 8, 2014, and filed April 14, 2014, in Book 15155, at Pages 386-389 in the records of the Recorder of Polk County, Iowa.

WHEREAS, the Declarant, under Article VIII of the Declaration “retains the sole right to amend or revise these covenants at any time without the consent of any other lot owner so long as Declarant owns an undeveloped lot within Bridge Creek Plats 1-4,” Declarant is the owner of at least one undeveloped lot, and desires to exercise that power to amend the Declaration to protect the value and desirability of the Properties.

WHEREAS, the above recitals are provided here to identify the necessary parties for the approval and consent of this FIFTH Amendment to the Declaration of Covenants, Conditions and Restrictions of Bridge Creek Plat 1, a Subdivision in Grimes, Polk County, Iowa (“FIFTH Amendment”).

NOW, THEREFORE, Declarant hereby declares that the Properties shall be held, sold, and conveyed subject to that Declaration as amended by this FIFTH Amendment, and all prior amendments all of which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any rights, title or interest in the properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and in consideration of the promises and obligations assumed and relieved, and intending to bind all Properties as herein defined, be it known and hereby agreed that the Declaration is hereby amended as follows, leaving the remainder of the Declaration in full force and effect:

ARTICLE IV
RESTRICTIONS AND COVENANTS RELATING TO
BUILDING STANDARDS

Article IV, Section A, Subsection 1 shall be stricken in its entirety and replaced with the following:

ARTICLE IV
RESTRICTIONS AND COVENANTS RELATING TO
BUILDING STANDARDS

Good aesthetic design is a very important covenant for residences within Bridge Creek Plat 1. The highest standards of architectural quality are encouraged. The Development Board must approve all architectural plans previous to the start of any construction.

A. Criteria and Guidelines:

1. Front façade must be faced with brick, stone or stucco or suitable material as approved by Development Board.

ARTICLE IV
RESTRICTIONS AND COVENANTS RELATING TO
BUILDING STANDARDS

ARTICLE IV Section A, Subsection 11 shall be stricken in its entirety.

ARTICLE XII
CERTIFICATE OF COMPLIANCE

Article XII – Certificate of Compliance – shall be stricken in its entirety and replaced with the following:


ARTICLE XII
CERTIFICATE OF COMPLIANCE

The Development Board shall upon request thereof, issue a Certificate of Compliance and/or approval as to plats, plans and other documents, which are, in fact, approved by the Development Board and/or determined by the Development Board to be in compliance with these covenants. Said certificate shall be in recordable form, signed and acknowledged on behalf of said Development Board, by a member of said Development Board, or such other person as the Development Board shall direct. The Development Board hereby states that all approved Plans and houses constructed prior to the date of filing of this Fifth Amendment are deemed to be Compliant with the Covenants as amended by the First through this Fifth Amendment.

25th IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed this day of May, 2017.

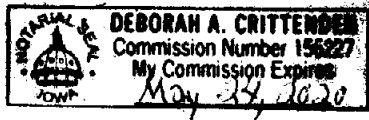
BRIDGE CREEK, L.L.C.

By 
Brad Baumler, Manager

By 
Toby Torstenson, Manager

STATE OF IOWA)
) ss:
COUNTY OF POLK)

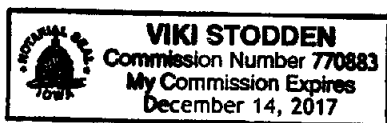
On this 25th day of May, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared, Brad Baumler, to me personally known, who being by me duly sworn, did say that he is a Manager of said limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its members and the said Manager acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it voluntarily executed.



Deborah A. Crittenden
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 25th day of May, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared, Toby Torstenson, to me personally known, who being by me duly sworn, did say that he is a Manager of said limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its members and the said Manager acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it voluntarily executed.



Viki Stodden
Notary Public in and for the State of Iowa