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Polk County Iowa  
JULIE M. HAGGERTY RECORDER  
File# 2009-00014034

BK 12760 PG 635-653

RETURN TO:

THIS DOCUMENT PREPARED BY AND WHEN RECORDED RETURN TO:  
James M. Gocke, 210 N.E. Delaware Avenue, Suite 200, Ankeny, Iowa 50021; (515) 965-1200

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

THIS DECLARATION, made this 28<sup>th</sup> day of May, 2008.

**PRELIMINARY STATEMENT**

WHEREAS, The Declarant is the Owner of certain real property platted and known as Bride Creek Plat 1, located within the City of Grimes, County of Polk, in the State of Iowa, the legal description of which is:

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.

WHEREAS, The Declarant desires to provide for the preservation of the values and amenities of Bridge Creek Plat 1, for the maintenance of the character and residential integrity and for the purpose of enhancing and protecting the desirability and attractiveness of the Lots contained therein.

NOW, THEREFORE, the Declarant hereby declares that Lots 1 through 28 (each a "Lot" and together, the "Lots"), inclusive, in Bridge Creek Plat 1 shall be held, sold, and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots are, and each Lot is and shall be subject to all and each of the following conditions and other terms, except as may otherwise to be provided herein:

ARTICLE I  
DEFINITIONS

- A. **“Association”** shall mean and refer to the Bridge Creek Homeowners’ Association, a non-profit corporation organized pursuant to the Revised Iowa Nonprofit Corporation Act, as well as any of its successors or assigns.
- B. **“Declarant”** shall mean and refer to Bridge Creek, L.L.C., its successors, or assigns.
- C. **“Developer”** shall mean and refer to Bridge Creek, L.L.C., its successors or assigns.
- D. **“Owner”** shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Bridge Creek Plat 1 other than streets or out lots.
- E. **“Development Board”** shall mean and refer to a board appointed by Declarant, its successors and assigns. Until such time as Declarant appoints a Development Board, Declarant shall serve solely as the Development Board.

ARTICLE II  
GENERAL RESTRICTIONS AND COVENANTS RELATING  
TO LOTS WITHIN THE PLAT

- A. Each Lot shall be used exclusively for single family residential purposes, however, any two (2) or more Lots owned by the same Owner may be developed with the residence wholly located on one (1) Lot and the additional Lot(s) may remain undeveloped so long as the Lot(s) is/are maintained in a manner compatible with the neighboring landscape.
- B. No advertising signs, billboards, including signs of any nature, kind or description that identify, advertise, or in any way describe the existence or conduct of a home occupation, or any unsightly objects or nuisances shall not be displayed on any Lot without the prior written approval of the Development Board; provided, however, that an Owner shall be entitled to display one (1) “for sale” sign of standard and customary size and materials in connection with attempts by the Owner to market a Lot. Nothing in this Article shall affect the rights of Declarant.

Declarant, however, reserves the right to maintain the improvements on one or more Lots as a model or as a sales and display office for itself or for its sales agents or assigns; to display or post signs of any type or size which are a part of the development and marketing of the development or houses for sale; and, to have agents and employee equipment and material on any Lot used for a model or sales office. The Declarant shall pass these above mentioned rights onto any Builder that purchases a lot and constructs a home for resale.

- C. No home occupation shall be conducted or maintained on any Lot other than one which is incident to a business, profession or occupation of the Owner or occupant of any such Lot and which is generally or regularly conducted in another location away from such Lot.

Nor shall the premises be used in any way for any purpose, which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Nothing contained herein shall be construed or interpreted to affect the activities of Declarant in the sale of Lots or dwellings.

- D. No exterior television or radio antenna, satellite receiving disc, or exterior solar heating or cooling device of any sort shall be permitted on any Lot except satellite discs may be attached to the residence that do not exceed twenty-four inches (24") in diameter and are not located on the front of the residence.
- E. No repair of any boat, automobile, motorcycle, truck, camper or similar vehicle requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot except during actual building operations.
- F. No boat, snowmobile, recreational vehicle, camper, trailer, auto-drawn, or mounted trailer of any kind, mobile home, truck, aircraft, camper truck, or similar chattel shall be maintained or stored on any Lot (other than in an enclosed structure) for more than seven (7) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading, excavating equipment, commercial vehicles, trucks, truck tractors, or semi-tractor/trailers shall be parked, stored, kept, or maintained in any yards, driveways or street. However, this section shall not apply to pick-up trucks or other sport utility vehicles (SUV). In addition to the foregoing, trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other improvements during the period of construction.
- G. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or trash container shall be permitted unless completely screened from view, except for trash pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside the dwelling, except when in actual use. No garbage, refuse, rubbish, or cutting shall be deposited on any street, road or Lot. Only retractable or collapsible clothes lines are permitted. Such clotheslines shall be located in the rear yard area and not visible from the street. All clotheslines shall be retracted or collapsed when not in use. Produce or vegetable gardens shall be located in the rear yards only and not be any larger in size than  $\frac{1}{4}$  of the rear yard area, excluding any easement areas.
- H. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than two (2) dogs and two (2) cats may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Any dog run or doghouse must be constructed up against the house in the rear yard and must be screened from neighbors' view and must be approved by the Development Board.
- I. No noxious or offensive activities not involving the maintenance of the Lots shall be carried on upon any Lot nor shall anything be done thereon that may be or may become an annoyance or a nuisance to the neighborhood. Nor shall any Lot be used for any

unlawful purpose. Nor shall any Owner cause, or suffer or harbor the source of, any noise or activity that disturbs the peace, comfort, and quiet enjoyment of other Owners.

- J. The Owner of each Lot shall keep the same free of weeds and debris. No grass, weeds, shrubs, trees, or other vegetation will be allowed to remain on any Lot that constitutes an actual or potential public nuisance, create a hazard or undesirable proliferation or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth, concrete remains, or any waste materials, brush, or any other debris.
- K. No temporary structure, trailer, tent, shack, garage, barn, or other building shall be used on any Lot at any time as a residence, either temporarily or permanently. The Development Board must approve any additional structures built on a lot in addition to the residence for compatibility to the neighborhood.
- L. Garage doors shall be kept closed except during times of access and use of the garage.
- M. Below grade swimming pools shall be allowed. Proper fencing surrounding the pool must be installed as per the building code and per Article III(A)(4). Above ground swimming pools shall not be allowed.
- N. No residence, building, fence, wall, driveway, patio, patio enclosures, swimming pool, hot tub, pool house, landscaping, or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for improvements which have been approved in writing by the Development Board.
- O. Exterior lighting installed on any Lot shall either be indirect or such a controlled focus and intensity as not to disturb the residents of adjacent Lots.
- P. Subject to the provisions of sub-paragraph II(A) above, construction of a residence on any Lot purchased must commence within twelve (12) months of purchase or Declarant shall have the right to purchase the Lot at eighty percent (80%) of the price the Owner paid for the Lot. In addition, the construction of the residence must be completed within twenty-four (24) months of purchase of the Lot or the Owner will be assessed a fine by the Association in the amount of \$1,000.00 per month or part month until construction is complete according to the submitted plans and a certificate of occupancy has been issued by the City of Grimes.

ARTICLE III  
RESTRICTIONS AND COVENANTS RELATING TO  
SITE DEVELOPMENT

- A. No fences, walls, hedges or barriers shall be permitted upon or adjoining Lot lines except as follows:

1. Hedges not exceeding three feet (3') in height are permitted along front Lot lines and side property lines in the front yard setback areas. Any hedges must be trimmed and kept neat in appearance and not allowed to grow unevenly.
2. Walls, fences and hedges not exceeding six feet (6') in height are permitted along rear Lot lines and side Lot lines behind the centerline of the house built on a Lot.
3. The fence material shall be mounted on the exterior face of the fence posts.
4. Approved fencing material shall be limited to black wrought iron. The Development Board must approve all fences and any other materials other than those listed that may be contemplated.
5. Decorative brick or stone columns with wrought iron fencing shall be allowed along the front property line and at driveway entrance.
6. In any event, all hedges, fencing and walls shall require approval of the Development Board before installation or planting.
7. Driveways must be cut in. Curb grinding is not permitted. Where required, truncated domes at sidewalk ramps must match existing.
8. Buyer and/or Contractor are responsible for all utility connection fees, including:
  - Water, estimated at \$500.00 per dwelling
  - Sanitary, estimated at \$750.00 per dwelling

B. Landscaping.

1. All minimum landscaping requirements must be installed within one hundred fifty (150) days of occupancy.
2. The Owner of each Lot will, at their cost, provide and plant **five (5) trees**; two (2) of which shall be placed in the rear yard unless the existing trees in the rear yard are sufficient that further planting of trees is unnecessary and three (3) to be placed in the front yard. All trees and any replacements thereof shall have a minimum two inches (2") trunk diameter, measured six inches (6") vertically from ground level when planted. Lot owners on the West side of North Park Drive are encouraged to mimic the streetscape provided on the East side of the road.
3. Shrubs and foundation plantings will address at least the front and front corners of the house.
4. Lot areas not occupied by structures, walks, drives or landscaping shall be sodded (not seeded) within one hundred fifty (150) days after occupancy of the structure. Hydro-seeding will be allowed only in the rear yard and only those areas greater than seventy-five feet (75') from the rear of the house. In the case of wooded lots

or terrain that does not allow for a sodded area, these areas should be left in a natural state and only seeded or sodded as necessary to prevent erosion.

5. There may be public utility and drainage easements across various Lots as may be shown on the recorded plat. Drainage is not to be altered so as to impede the natural flow of surface water once the Lot grade is established or as shown on the Final Plat. No fencing or obstructions of any kind will be allowed to be constructed across any areas on the Lots which are shown as drainage easements on the Final Plat. Any surface water drainage easement areas will naturally be wet during rainy seasons and in addition will carry away the excess water from the yards due to irrigation of the yards. This is to be anticipated by the Lot Owners.
  6. Any field tile which is broken during construction shall be replaced so as to maintain continuous uninterrupted operation; and shall be routed into the nearest storm sewer, or other approved drain tile.
  7. Before construction of any residence, each Lot Owner or Builder should inspect the Final Plat to obtain the "**minimum water entry level**" elevation as shown on the Final Plat. No opening to any basement level such as the walk-out basement floor elevation, daylight window elevation or window well elevation shall be below the minimum elevations as shown on the Plat.
  8. Wood kept on the premises for use in domestic fireplaces shall be neatly stacked behind the dwelling out of sight from public view and shall not consist of more than one such stack which shall not be in excess of 4' x 4' x 8' in size.
  9. The size, type, location, design, color, and materials used for all mailboxes shall conform to the specifications established by the Declarant and/or the U.S. Post Office.
- C. All parking and drives shall be hard-surfaced using Portland cement, approved brick pavers or stamped concrete.
- D. Minimum Setbacks:
1. Front Yard: 35 feet (35') or as shown on the final plat.
  2. Side Yards: 9 feet (9') minimum on one side, 19 feet (19') total
  3. Rear Yard: Lots shall be 35 feet (35'), except for any lots that have a Conservation Easement. See the Final Plat to determine exact rear yard setback.

Minimum setbacks shall be measured from the foundation of the residence which has a structure attached to it, to the property line from which the setback is being measured.

E. Storm Water Pollution Prevention Plan

1. Upon taking possession of a Lot, the Owner agrees to comply with all erosion control requirements applying to their Lot including but not limited to:
  - i. Owners, their agents, assigns, heirs and/or building contractors shall take all necessary precautions to properly and lawfully manage storm water runoff; to prevent, stabilize, and/or control erosion; to prevent sediment migration and soil erosion from extending beyond the boundaries of the Lot and in the event of any of the above requirements are not met, to promptly clean up all eroded sediment and to restore all affected areas to their original condition and take all remedial steps required pursuant to applicable law, including City of Grimes requirements.
  - ii. Owners shall comply with all applicable Federal, State and local erosion control ordinances and permits which pertain to the Property, including, but not limited to, becoming a transferee of the Iowa Department of Natural Resources NPDES General Permit No. 2 (the permit) and having in place a Storm Water Pollution Prevention Plan (SWPPP) as required by the Environmental Protection Agency (EPA).
  - iii. If the Declarant or a Lot Owner is cited for or notified about an alleged violation or any erosion control provision or storm water management requirements which occurs after an Owner takes possession of a Lot by a governmental authority including the City of Grimes, for a condition existing on or coming from the Owner's Lot or migrating beyond the Lot or other violation of law, the Owner shall promptly take the remedial action and corrective measures requested by the governmental authority and the Owner shall also indemnify and hold the Declarant harmless from and against any and all claims, damages, fines, attorney fees, assessments, levies and/or costs incurred by the Declarant related to the citation or notice caused by the Owner's action or inaction.
  - iv. If in the opinion of the Declarant or the Association, erosion is not properly controlled, corrective action may be taken by the Declarant or the Association, and an automatic easement granted to implement the corrective action, and the actual costs thereof plus an administrative fee, as determined by the Declarant or Association, shall be assessed against the offending Lot.
  - v. Drainage and water runoff from an Owner's Lot shall not adversely affect any other Owner or Street and each Owner shall indemnify and hold harmless all other Owners, the Declarant and the Association from and against any and all damages or liability caused by an Owner's violation of this paragraph regarding drainage and water runoff.

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.
2. Side exterior foundations exposed above finish grade, which are not faced with brick or stone, must be painted. Front foundation must be faced with brick, stone or stucco.
3. Vinyl or steel sidings shall not be allowed.
4. Roof materials shall be a minimum of 30-year warranty. Such shingles shall be of architectural grade laminated or textured shingles. Wood shakes, wood shingles, slate or concrete barrel tile are also allowed. Roof protrusions, such as vents, flues, etc., to be painted to match color of roof.
5. The Development Board before application for all brick, stone, sidings, shingles, and paint colors must approve exterior colors and materials.
6. All dwellings shall have at least a three (3) car attached garage. Side load garages are preferred whenever possible.
7. Any roof gables facing the street must have a minimum roof pitch of 6/12.
8. Any additional storage shed, outbuildings or detached structure, shall be constructed of similar materials and of the same roof pitch and shingles as the residence and must be located in the rear yard of the residence and must be a minimum of 10 feet (10') from any lot line. Temporary sheds, metal sheds or any structure that does not fit in with the neighborhood will not be allowed. In any event, all structures must be approved by the Development Board.
9. No prefabricated, mobile home, modular home, pre-built home, or any type of home brought to the lot by truck or trailer, substantially constructed and set upon the lot by crane or otherwise will be allowed within Bridge Creek Plat 1. The preceding paragraph does not intend to disallow the use of pre-fabricated roof trusses, components, or panelized sections of a home constructed off-site.
10. No "American Home" concept buildings or buildings where Owner is acting as his/her own general contractor shall be allowed. Construction of a house by Owners shall be allowed if home building is the primary occupation of the Owner.



11. No driveway shall connect to North Park Drive along its East side (Lots 5, 20, 26, and 28).

B. Dwellings shall have a minimum square footage as measured to the exterior wall face of the finished air-conditioned areas as follows:

1. One (1) story dwellings must have a main floor finished area of not less than 2,400 square feet exclusive of any basement space.
2. One and one-half (1½) story dwellings must have a main floor finished area of not less than 2,000 square feet and a total of not less than 3,000 square feet exclusive of any basement finish.
3. Two (2) story dwellings must have a main floor finished area of not less than 1,700 square feet a total of not less than 3,000 square feet exclusive of any basement finish.
4. Any other styles or sizes need to be approved by the Development Board.
5. All building structures and/or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.
6. Each dwelling shall include a minimum of a three (3) car attached garage.

Note: In computing floor areas, square footage shall not include porches, decks, basement space, garages, or sunrooms.

Unless Lot is eighty feet (80') or less, then the following:

1. One (1) story dwellings must have a main floor finished area of not less than 2,200 square feet exclusive of any basement space.
2. One and one-half (1½) story dwellings must have a main floor finished area of not less than 1,700 square feet and a total of not less than 2,600 square feet exclusive of any basement finish.
3. Two (2) story dwellings must have a main floor finished area of not less than 1,500 square feet a total of not less than 2,600 square feet exclusive of any basement finish.
4. Any other styles or sizes need to be approved by the Development Board.
5. All building structures and/or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.

6. Each dwelling shall include a minimum of a three (3) car attached garage.

Note: In computing floor areas, square footage shall not include porches, decks, basement space, garages, or sunrooms.

ARTICLE V  
PLANS AND SPECIFICATIONS TO BE SUBMITTED  
TO THE DEVELOPMENT BOARD

The following shall be submitted to the Declarant or Development Board in connection with the review and approval process as previously described in these covenants. No construction shall commence until the Declarant or Development Board has approved and found the plan to be in compliance with the architectural standards attached hereto as Addendum "A" and hereby made a part of these Covenants and the following:

- A. Preliminary Site Plan Documents drawn to scale outlining the following: (Minimum site plan submitted to include the entire Lot).
  1. Lot legal description, local address, scale, and arrow on plan showing North.
  2. Building shown in relation to the Lot, including minimum setbacks from all lot lines, and any drainage easements and also any Conservation Easements. In addition, show any minimum opening elevations for basements in relation to the minimum elevations as shown on the plat where applicable.
  3. Driveways and sidewalks.
  4. Special features (patios, decks, porches, fencing, mechanical equipment, etc.).
  5. Floor plans for all levels including the basement or foundation plan, garages, decks, and porches. Plans shall be the construction blueprints drawn at 1/4" scale.
  6. Exterior elevations showing siding materials for all four (4) elevations.
  7. Exterior colors and materials for sidings, exterior trim, roofing, any exterior masonry, and paint colors.
  8. Perspective rendering or photo, if available.
  9. All building plans and site plans must adhere to all City of Grimes Building Codes and Zoning Ordinances and to these Restrictive Covenants, whichever is the more restrictive.

B. Architectural Styles

Architectural designs should be customized for each home site to maximize the natural features that exist, especially the heavily wooded nature of much of the area. Traditional styles such as

Colonial, English Country or French Country are preferred. Contemporary styling is also acceptable when it is consistent with traditional features such as rooflines and materials.

C. Design Review Procedure – Pre-Application Research

The City of Grimes has jurisdiction over Bridge Creek. The City should be contacted at the beginning of the planning process to insure compliance with its requirements. Compliance with all governmental regulations is the obligation of the Lot Owners.

D. Preliminary Design Review

For the Declarant or the Development Board to begin the preliminary design review, a submittal package for preliminary design review should contain one (1) set of the following:

1. Floor plans, drawn to ¼" - 1'0" scale.
2. Four (4) exterior elevations, with enough detail to allow the Development Board to make an effective review of the plan. Items that should be included in the elevation drawings are: Identification of exterior materials, roof pitches, window and door treatments, decks, chimneys, posts and railings, etc.

NOTE: Items "1" and "2" may be in sketch form, that is, drawings of a preliminary nature, and need not be totally dimensioned and detailed, although room sizes and overall building dimensions should be included.

3. A site plan as per Article V-A:
4. The Application for Approval form.

**Final Design Review and Approval.**

E. The design review procedure is structured to achieve a prompt review period from the final plan submittal to final plan approval. This procedure is as follows:

1. Submit one (1) set of final plans as further defined below in paragraph f, two (2) copies of the Application and a processing or application fee of One Thousand and No/100 Dollars (\$1000.00), which shall also include the fee for the mailbox furnished by Declarant as described in the Covenants. Nine Hundred and No/100 Dollars (\$900.00) of this fee is held as an expense reimbursement deposit (non-interest bearing account). In the event the Association must expend funds in order to cure an owner's failure to meet its obligations under the Covenants, this Nine Hundred and No/100 Dollars (\$900.00) will be drawn upon to reimburse the Association for such expenditures. Any balance remaining upon completion of construction will be refunded to the owner.
2. Submit the exterior color scheme and material selections and brick and siding samples.

3. If the Declarant, Development Board or the applicant so desire, meetings between the property owner and/or his agent, the Declarant and the Development Board shall be held as soon as is practical to review the comments regarding the plans.
4. When revisions of the items required to be modified are minor, the Lot Owner will be informed of the Declarant's or Development Board's action by letter. Plans needing to be extensively modified will require resubmittal. If the plans require no revisions, the Lot Owner will be notified of the approval by letter.
5. CONSTRUCTION PLANS: Final plans should be submitted on 24" x 36" maximum sheet size, be in the order as stated below, and consist of the following information:

F.

SHEET ONE: SITE PLAN 1" = 20' (minimum scale)

- \* Showing the existing topography and the proposed finish grades. The grading plan must include all drainage information, including swales, storm water retention areas and ditches. This grading plan will need to be approved by the Declarant or the Development Board before any earth is moved on the property.
- \* First floor and basement floor elevations must be shown with respect to the size and grades.
- \* Indicate driveway widths, drainage culverts, pipe and headwalls, standard curb cut, sidewalks, patios, or air conditioning.
- \* Show rear deck size with stairs to the lower grade.
- \* Indicate the garage backup distance, at least 28' (30' recommended), with a minimum of 3' between the edge of the driveway and the property line.
- \* Show any extreme site conditions including terrain, trees to be retained and trees to be removed on the plan.
- \* Show all the property lines, proposed structures, improvements, and the proposed and actual setback lines.
- \* Attach the Application form to the upper left corner of Sheet One. All forms should be completely filled out and signed. Exterior color scheme and material selections must be submitted with the plans.

SHEET TWO: BASEMENT PLAN: 1/4" = 1'0"

- \* Walkout basements must indicate windows, doors, patios areas, stoops, deck columns, retaining walls, and all interior spaces.
- \* All floor plans are to correspond with the site plan's orientation.
- \* Show minimum water elevation from engineer.

SHEET THREE: FIRST FLOOR PLAN: 1/4" = 1'0"

- \* Indicate decks, patios, stoops, retaining walls, air conditioning screening, front entry step sizes, materials and finishes, driveway areas and all interior spaces of the first floor.

SHEET FOUR: SECOND FLOOR PLAN: ¼" = 1'0"

- \* Indicate lower roof projections, roof overhangs, chimney locations and all interior spaces.

SHEET FIVE: ROOF PLAN: ¼" = 1'0"

- \* Indicate all roof areas and corresponding slopes.

SHEET SIX AND SEVEN: BUILDING ELEVATIONS: ¼" = 1'0"

- \* Building elevations should be drawn along with floor plans to match the site plan orientation.
- \* Articulate all elevations, including hidden elevations, with finishes, window types, trims, and fascia details. Show the proposed finish grades against elevations, garbage screens, air conditioning location, screens, decks, rear stairs and the maximum height from the first floor to the uppermost roof peak. Also show exterior post and rail system details.

## ARTICLE VI REVIEWS AND APPROVALS

### A. Development Board - Procedure

1. Design review by the Development Board is intended to protect and enhance the distinctive character and natural attractiveness of the Bridge Creek Plat 1 development. All buildings, structures or appurtenances thereto, to be erected, constructed, established, altered or enlarged within Bridge Creek Plat 1 must be reviewed and approved by the Development Board, before being constructed, installed, altered, erected, or established.
2. The Development Board shall consider and approve or disapprove the material required to be submitted pursuant to these covenants.
3. Prior to change of any building's exterior character by remodeling or alteration, the Lot Owner, or the Owner's designated agent, shall secure the approval of the Development Board.
4. Within ten (10) working days from the date of submission of the final site plan documents and final building plans and specifications, the Development Board shall approve or reject the above submittals, and shall notify the applicant of the decision in writing. If the submittals are rejected, the specific reasons for rejection shall be set forth in writing.
5. After the Development Board has given the approval, revisions shall not be made, unless written request for revisions has been submitted, and the Development Board has given approval.

6. Approval of the plans and specifications shall expire unless construction commences within six (6) months after the approval was given and said construction proceeds with reasonable diligence until completed. All construction must be completed within twelve (12) months from the date approval was given.
7. Owner shall submit a copy of the building permit issued by the City of Grimes prior to commencement of any site work or construction.

B. Contractors

Contractors are reminded of the requirement to keep sites clean. **Weekly cleanup is required.** The street right-of-way is also to be maintained and kept free of mud and debris. Silt fencing must be installed to prevent runoff into the street or onto neighboring property. If sites are not kept up or any damage to adjoining property or Common Areas occurs through the construction process, the owner will be notified by phone or letter of the violations by the Association. Owners or their contractors will have three (3) days to respond before the work is performed by the Association, the cost of which will be collected from the owner or contractor or assessed against the owner's lot as permitted by the Covenants.

C. Remodeling and Additions

Remodeling and additions to existing improvements are required to meet the same criteria as new construction. All criteria concerning aesthetics, color, site location, architecture, landscaping, grading and excavations, roofs, height limit, solar collectors, satellite television, setback, lighting, hot tubs and spas, pools, etc., will be of significant concern to the Declarant or Development Board. Approval is required for this work just as it is for new construction.

ARTICLE VII  
ENFORCEMENT OF COVENANTS

The Covenants shall be deemed to run with the land to which they apply, and the Declarant, the Bridge Creek Homeowners' Association or any Owner may bring an action in any court of competent jurisdiction to enforce these Covenants and enjoin their violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity.

ARTICLE VIII  
AMENDMENTS TO COVENANTS

These covenants may be amended from time to time by the affirmative vote of not less than three-fourths (3/4) of the owners of property in Bridge Creek Plat 1 to which these covenants apply; but the owner or owners of such property shall be entitled to cast, in the aggregate, only one (1) vote on account of each Lot owned thereby. Notwithstanding the above, the Declarant 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 - 3.

ARTICLE IX  
PERIOD OF COVENANTS

All of the foregoing Covenants, Conditions, and Restrictions set forth in this Declaration shall continue and remain in full force and effect at all times and as to the Property, regardless of how title was acquired, from the date of filing of this Declaration until the 1<sup>st</sup> day of June, 2026, unless amended by an affirmative vote of three-fourths (3/4) of the Lots within the Property, excluding Common Areas (with each Lot entitled to one (1) vote), on which date these Covenants, Conditions and Restrictions shall automatically be extended an additional ten (10) years (and extended for successive ten (10) year terms thereafter in the same fashion) unless three-fourths (3/4) of the Lot Owners within the Property (excluding Common Areas) in writing consent to terminate this Declaration or any part thereof, in which event this Declaration, or part thereof, shall be null and void effective as of the date when the Consent is filed with the Recorder of Polk County, Iowa. Any Amendment or Consent shall be accompanied by an Affidavit by any officer of the Homeowners' Association certifying that three-fourths (3/4) of the Lot Owners within the Property (excluding Common Areas) have so consented as disclosed by the records of the Association. In determining ownership for purposes of consent, the records of the Association shall be conclusive. Either Declarant or the Homeowners' Association shall be the attorney in fact vested with authority to file any extension of these Covenants, Conditions and Restrictions with the Polk County Recorder if required by law to extend them beyond their initial twenty-one (21) year term.

ARTICLE X  
ENFORCEABILITY AND WAIVER

- A. No delay or omission on the part of any owner of land to which these covenants, conditions, regulations, and restrictions apply in exercising any rights, power or remedy herein allowed in the event of any breach of the covenants, conditions, regulations or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein. No right or action shall accrue and no action shall be brought or maintained by anyone whomsoever against Bridge Creek, L.L.C., its successors or assigns, the Development Board or any member thereof for or on account of any action or inaction taken or not taken thereby in connection herewith.
- B. In the event that any one or more of the foregoing covenants, conditions, regulations, or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the covenants, conditions, regulations, and restrictions not so expressly held to be void and the remainder thereof shall remain in full force and effect.
- C. In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then and in that event, such terms shall be reduced to a period of time which will not violate the rule against perpetuities as set forth in the laws of the State of Iowa, and as shall be determined by the court as being reasonable.

