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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BROOKE RIDGE WEST PLAT THREE, AN OFFICIAL PLAT,
GRIMES, POLK COUNTY, IOWA.

Brooke Ridge West, LLC, an Iowa corporation, being the owner of the following described real estate, to-wit:

Lots 1-30, inclusive in Brooke Ridge West Plat Three, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa, (sometimes referred to herein as the “Property”),

does hereby establish and place residential covenants, conditions and restrictions (“Covenants”) upon the Property which shall be held, sold and conveyed subject to the following covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of the Property, and which shall run with the real estate and be binding on all parties having any right, title, or interest in the Property 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. “Brooke Ridge West Plat 3” or “BRW3” shall mean Lots 1-230, inclusive, located in the residential subdivision of Brooke Ridge West Plat Three, an Official Plat, now included in and forming a part of the City of Grimes, Iowa.
- B. “Declarant” shall mean Brooke Ridge West, LLC, or its successors or assigns.

- C. “Lot” shall mean any buildable individual parcel of land that is shown upon the recorded plat of Brooke Ridge West Plat Three.
- D. “Building Plot” shall mean one or more platted Lots on which a home is to be located.
- E. “Owner” shall mean the record holder, whether one or more persons or entities, of the fee simple title to or vendee under an installment real estate contract of any Lot.
- F. “City” shall mean the City of Grimes, Iowa, a municipal corporation.

II. DESIGNATION OF USE.

Lots 1-30, inclusive in Brooke Ridge West Plat Three, Grimes, Polk County, Iowa, shall be known and described as residential building Lots or Building Plots and shall not be developed with more than one “SINGLE FAMILY” dwelling for each platted Lot, and shall not be improved, used or occupied for other than private residential purposes, consistent with these Covenants and with the Zoning Ordinance of the City.

III. BUILDING AREA; RESTRICTIONS

A. No building or structure shall be constructed, altered, or maintained on any Lot or Building Plot other than a SINGLE-FAMILY home or any structure allowed by the City Zoning Ordinance. All single-family homes shall contain the following minimum square footages of finished living space and meet the following requirements:

- i. One-story/ranch dwellings must have a ground floor finished floor area of not less than 1,800 square feet.
- ii. One and one-half story dwellings must a total of not less than 2,100 square feet of finished area.
- iii. Two story dwellings must have a total of not less than 2,200 square feet of finished area.
- iv. In determining the required finished area of any dwelling, a maximum of twenty-five (25%) of the finished area of a basement or lower level may be included in total required finished area.

- v. No building shall be erected on any Lot or Building Plot unless the design and location is in harmony with existing structures within the Property; and
- vi. In the computation of square footages under this paragraph, any porches, breezeways, attached or built-in garages, finished basement areas or four-season porches shall be excluded.

B. All structures built in BRW3 shall blend in with the terrain rather than contrast with it. The use of natural materials is encouraged, i.e., stained wood, stone, brick and warm-toned shingles, as well as soft, earth-tone colors. All exposed concrete foundations on front elevations only must be covered with brick, stone, veneered or stucco textured; provided, however, that other foundation sides may be exposed but not to exceed twenty-four (24) inches above grade. Any exposed portion of a foundation as permitted herein shall be painted to match the remainder of the structure. At least 33% of the front of each home shall be brick or stone veneer (exclusive of glass/ doors). All structures built in BRW3 shall be shingled with materials and be in colors acceptable to the Declarant described below in these Covenants.

C. All residences shall have, at a minimum, an attached 3-car garage. Detached garages shall not be permitted. All driveways shall be constructed of Portland cement concrete. No garage doors over eight feet in height shall be permitted.

D. No fences may be built forward of the centerline of the house built on a Building Plot or Lot. Yard fencing is discouraged. There shall be no fencing or other obstructions on any sanitary sewer easement or drainage easement unless approved in writing by the City. All fences shall be no more than six (6) feet in height and shall be a black vinyl-clad cyclone fence, decorative steel or aluminum, white vinyl, or stained Cedar wood fences acceptable to the Declarant in the review process described below in paragraph IV.

E. No satellite dish shall be located upon any Lot unless it meets the following requirements:

- i. It shall not be mounted on a trailer or other temporary or portable device, but shall be permanently installed in an acceptable fashion;
- ii. It shall be located so that no part of the device is in front of the home it serves unless it is impossible to locate it elsewhere and make the dish workable;
- iii. It shall not exceed two (2) feet in diameter;
- iv. It shall be constructed of metal material, gray or black in color, or, to the extent technically feasible, be painted to match the color of the home it serves; and
- v. Ground mounted satellite dishes shall be permitted.

F. No light poles shall be used or placed upon any Lot that extend more than 10 feet above grade. All light poles shall be of a residential design. All pole lights shall be positioned and directed so as not to directly shine onto any adjoining Lot or constitute a nuisance to any adjoining Lot Owner.

G. No exterior towers or antennas of any kind shall be constructed or permitted on any Lot or installed on any structure; however, television or radio antennas shall be permitted in the attic of a residential dwelling or structure.

H. In-ground swimming pools are permitted. Above ground pools are prohibited.

I. No trash receptacles or garbage cans shall be permitted to be placed outside of a building or a structure on any Lot unless hidden by an attractive screen or landscaping of suitable height and variety.

J. Any play sets erected shall be earth-tone in color, not exceed ten (10) feet in height, be properly maintained, and located only in the rear yard of a Lot.

K. No Outbuildings shall be permitted; provided, however, garden sheds shall be permitted so long as:

- i. They are no larger than permitted by the City.

- ii. They are constructed with the same siding and roofing material as the home on the Lot or Building Plot and painted the same color as the home.
- iii. They are not metal sheds but shall have the same appearance as the home on the Lot.
- iv. They meet the City's setback requirements for such structures.

L. No manufactured homes or buildings, mobile homes or mobile buildings shall be placed on or erected on any Lot. No houses or buildings shall be moved into or onto any Lot. All homes and buildings shall be constructed in place on a Lot; provided, however, panelized construction of a home on a Lot shall be permitted.

M. The minimum setbacks as specified in this Declaration shall be measured from the Lot line from which the setback is being measured to the nearest building or structure. No buildings or structures (except for permitted fences, drive entrance columns, or mailboxes) shall be constructed or maintained within the required minimum setback area. The definition of the terms "front yard", "side yard", "rear yard", "building", "structure" or other similar term relating to setbacks shall be the same as that definition contained in the City's Zoning Ordinance now or in the future and the setbacks shall be the same as required by the City's Zoning Ordinance now or in the future. Lots shall also be subject to all setbacks, easements and restrictions shown on the plat of BRW3 filed of public record. The following specific bulk requirements shall apply to the Property:

- i. Front Yard Setback: Minimum of 30 feet.
- ii. Rear Yard Setbacks: Minimum of 25 feet.
- iii. Side Yard Setbacks: Ranch and 1 ½ story: 7' / 14' total
 2 Story:
 Lots 2, 5-10, 12, 17-20, 24, 27-30 are
 10' / 20' total
 Lots 1, 3, 4, 11, 13-16, 21-23, 25, and
 26 are 8' / 17' total

N. Items such as garbage cans, clotheslines, lawn or garden equipment, building materials and other similar items shall be stored out of public view. Garbage or trash receptacles may be placed curbside the evening before pick-up and shall be returned to acceptable storage out of view by the evening of the day of pick-up. Firewood shall not be stored on the front or side of a house. Firewood shall be neatly stacked behind the house out of sight from public view and shall not consist of more than one stack which shall not be in excess of 4' x 4' x 8' in size. Furthermore, any repair of motorcycles, automobiles, vehicle, boats or equipment shall be done completely out of public view.

O. No vehicles offensive to the neighborhood shall be stored, parked or abandoned on any Lot or street. Nothing in this paragraph, however, shall prohibit the parking of usual and customary construction equipment and vehicles during the time construction takes place on a Lot or street.

P. Upon taking possession of a Lot, Owners agree to comply with all erosion control requirements applying to their Lot, including but not limited to the following:

- 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 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 Lots, 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 (commonly called “SWPPP”) as required by the E.P.A.;
- iii. If the Declarant or a Lot Owner is cited for or notified about an alleged violation of 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 required 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; and

- iv. If in the opinion of the Declarant erosion is not properly controlled, corrective action may be taken by the Declarant, and an automatic easement granted to implement the corrective action, and the actual costs thereof plus an administrative fee, as determined by the Declarant, shall be assessed against the offending Lot.

Q. Drainage and water runoff from an Owner's Lot shall not adversely affect any other Owner, Lot or street and each Owner shall indemnify and hold harmless all other Owners and the Declarant from and against any and all damages or liability caused by an Owner's violation of this paragraph regarding drainage and water runoff.

R. There shall be no signs posted on or within BRW3 except those approved by the Declarant and except reasonable "For Sale" signs maintained by Declarant or any agents or brokers regarding sale of Lots by Owners. In no event shall any sign permitted by this paragraph be placed on any City right of way.

S. There shall be a limited noise level of thirty (30) decibels allowed to be emitted from any Lot when measured from any other Lot. Exceptions shall be lawnmowers, snow blowers, chainsaws, or other standard exterior maintenance equipment and construction work, for which levels may reach sixty (60) decibels but only between 6:00 A.M. and 10:00 P.M.

T. Any chemical, fertilizer, herbicide or pesticide that may be used on any Lot shall be maintained, applied and disposed of in an environmentally responsible and lawful manner, Declarant reserves the right to ban or further regulate any chemical fertilizer, herbicide or pesticide pursuant to rules and regulations adopted by Declarant.

U. No person shall change the grade or elevation of any easement area within the Property reserved by the Declarant or dedicated to the City or other entity nor construct any fence or place any obstruction on or over the easement area unless approval has been obtained in writing from the City.

V. No steel, aluminum or vinyl siding or masonite board shall be allowed to be used for siding on any home or garden shed exterior. Siding commonly known as “James Hardie Plank Concrete Lap Siding” shall be permitted as well as comparable concrete siding.

IV. REVIEW OF BUILDING PLANS

No home, building or structure shall be erected upon any Lot until site plans and building plans have been first submitted to the Declarant and found in compliance with these Covenants, and approved in writing by Declarant. The Declarant may consult with its architect in this review process. Such approval will not be unreasonably withheld. If the Declarant ceases or neglects to perform this review and approval function, the Lot Owners shall have the right to elect a three-member committee to assume this role by a majority vote of Lots in each plat (with each Lot entitled to one vote).

V. NOXIOUS ACTIVITIES; LIVESTOCK.

No noxious or offensive activity, sound, vibration, noise or odors shall be permitted on or to escape from any Lot, nor shall anything be maintained or done thereon which is or may become an annoyance, offensive or a nuisance either temporarily or permanently.

No animals, livestock, chickens or other poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and other common domestic pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall the number of dogs or cats or other domestic pets be maintained on any one Building Plot or Lot at any one given time exceeding the limit established by the ordinances of the City. Dogs shall be kept in strict accord with the applicable leash ordinances of the City. Owners of dogs and cats or other pets shall promptly clean up after their pets, including droppings in the Owner’s yard, droppings on sidewalks, streets, or other Lots.

Pet enclosures shall be located only in rear yards and shall be at least twenty (20) feet from any Lot lines. Said enclosures shall be constructed of black, vinyl-clad cyclone fencing, and fully screened with landscaping (preferably evergreens).

VI. LANDSCAPING AND CARE.

When dwellings are completed, all Building Plots or Lots shall be fully sodded, from the front Lot line to the rear Lot line except where the topography or tree cover does not make sodding practical.

When dwellings are constructed on a Building Plot or Lot, the following trees must be planted thereon unless such trees are already in place: A minimum of two (2) two-inch caliper trees shall be planted in the front yard.

VII. WEED CONTROL.

The Owner and/or person in possession of each Lot, whether vacant or improved, shall keep the same free of rubbish, trash, weeds, and debris. If said Owner or person in possession fails to keep a Lot free of rubbish, trash, weeds and debris as required in this paragraph and is in receipt of written notice delivered by certified mail from Declarant or by any Lot Owner within seventy-five (75) feet of such Lot, to cut such weeds and remove such debris within ten (10) days but has failed to take appropriate corrective action, the Declarant or the Lot Owner giving such notice, as the case may be, may enter upon the Lot or Outlot to cut or cause to be cut such weeds, or to remove or cause to be removed such rubbish and/or debris, and said Declarant or Lot Owner shall have a right of action against the Owner of such Lot for collection of the cost thereof, including the right to assess the cost against the offending Lot.

VIII. TEMPORARY STRUCTURES OR EQUIPMENT.

No building or structure of a temporary character or any vehicle, including but not limited to trailers, recreational vehicles, motor homes, basements, tents, shacks, garages or Outbuildings shall be constructed or used at any time as a residential dwelling on any Building Plot or Lot either temporarily or permanently.

IX. RECREATIONAL EQUIPMENT.

No recreational vehicle, all-terrain vehicle, motor home, boat, snowmobile, motorcycle, personal water craft, or trailer or similar devices may be parked or stored upon any Lot for more than seven (7) days during any calendar year, unless the same is located in a garage.

X. COMMERCIAL ACTIVITY PROHIBITED.

No home occupation or business, nor any commercial activity, shall be conducted on any Building Plot or Lot, except as permitted by the City Zoning Ordinance.

XI. EASEMENTS.

The Property is subject to easements for installation and maintenance of utilities, landscaping, and drainage facilities shown on the recorded plat of BRW3 or by separate easements recorded at the time the Final Plat of BRW3 is filed. The Owner and/or a person in possession of a Building Plot or Lot shall, at his or her expense, maintain, keep and preserve that portion of the easement within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building or structure of any kind, nor permit any growth of any kind within said easement which might interfere in any way with the use and patrolling of any of the utility services landscaping or drainage within the easements or contemplated to be installed within the easements in the future and fully comply with all of the terms of said easements. Specifically, there may exist a storm water detention basin within the Storm Water and Overland Flowage. The owners of such lots are responsible for maintaining the basin vegetation areas consistent with the adjoining yards (mowed turf grass at completion of construction), maintaining the designed storage volume within the basin, and keeping the basin outlets and intakes clear of sediment and debris.

All benefitted property owners shall have the right of access to the storm water detention basin within the Storm Water and Overland Flowage easement as reasonably necessary for the use, enjoyment and maintenance of the systems. In the event that a property owner does not adequately maintain the storm water detention basin, any benefitted property owner may complete the necessary maintenance provided that the benefitted property owner shall be responsible for restoring the storm sewer basin and adjoining property to its existing condition prior to the work being done.

XII. MAILBOXES.

The developer will provide bulk mailboxes at the location specified by the United States Postal Service.

XIII. ENFORCEMENT OF COVENANTS

The Covenants shall be deemed to run with the land to which they apply, and the Declarant or any Owner may bring an action in any court of competent jurisdiction to enforce these Covenants and enjoin their violation or to seek

damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity.

XIV. AMENDMENTS TO COVENANTS.

So long as Declarant owns any Lots within the Property, it shall have the absolute right to make minor amendments to this Declaration in order to correct any typographical errors without anyone's consent. Likewise, the Declarant shall have the right to make minor amendments to this Declaration to address any oversights; clarify any provision thereof; or to carry out the intent of this Declaration or to address development issues not contemplated at the date hereof, or address issues raised by the City, all without the necessity of obtaining any approval or consent of any Lot owner or any other person except that the City shall have the right to review and approve such minor amendments other than correction of typographical errors. The following requirements of these Covenants, however, shall never be amended by the Declarant except for correction of typographical errors: (i) Minimum Lot square footages; (ii) Minimum Lot widths; (iii) the requirement that the Property be used only for Single Family purposes.

XV. 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 1st day of February, 2036, unless amended by an affirmative vote of two-thirds (2/3) of the Lots within the Property (with each Lot entitled to one (1) vote). Any Lot Owner or Declarant or its successor in interest shall be 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.

XVI. ENFORCEABILITY AND WAIVER

A. 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 judgment 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.

B. All Property subject hereto shall also be subject to any and all rights and privileges of the City or acquired or hereafter acquired by the City by dedication, conveyance, filing or recording of plats or covenants as authorized by law. Wherever there is a conflict between these Covenants, Conditions or Restrictions and/or the zoning ordinance or law of the City, County or State, wherein the Property is located, that requirement which is the most restrictive shall be binding.

DATED THIS _____ DAY OF _____, 2015.

Brooke Ridge West, LLC

By: _____
Eric J. Grubb
Member/ Manager

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 2015, before me, a Notary Public in and for the said State, personally appeared Eric J. Grubb, to me personally known, who being by me duly sworn did say that that person is Member/ Manager of Brooke Ridge West, LLC and that said instrument was signed on behalf of the company.

Notary Public in and for the State of Iowa
My Commission Expires _____

CONSENT BY MORTGAGEE

COMES NOW the undersigned, _____, which is the mortgagee regarding the Property described in the foregoing Covenants, Conditions and Restrictions, and hereby consents to said Covenants, Conditions and Restrictions. Any enforcement action by _____, as mortgagee, shall in no way extinguish said documents.

By _____

Title: _____

Date: _____

STATE OF IOWA, COUNTY OF POLK) SS

This instrument was acknowledged before me on the ___day of _____, 2015 by _____, who is the _____ of _____; that said instrument was signed on behalf of said Bank by authority of its Board of Directors; and that said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said bank, by it voluntarily executed.

Notary Public in and for said State