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 Polk County Iowa
 JULIE M. HAGGERTY RECORDER
 File# 2016-00060221
 BK 16338 PG 400-405

THIS DOCUMENT PREPARED BY AND
 AFTER RECORDING RETURN TO: Brent R. Zimmerman, 4940 Pleasant Street, West Des Moines, IA 50266.
 RETURN TO: (515) 276-8224

**DECLARATION OF COVENANTS, CONDITIONS AND
 RESTRICTIONS FOR HERITAGE REVIEW COMMITTEE**

THIS DECLARATION (The Declaration) is made on this 7th day of December, 2016, by Heritage at Grimes, L.L.C. (hereinafter referred to as "Declarant"), an Iowa Limited Liability Corporation, with its principal place of business located in Polk County, Iowa.

WHEREAS, Declarant is the owner of certain property (hereinafter referred to as the "Property") situated in ~~Dallas~~ POLK County, Iowa, which is now legally described as:

- Heritage at Grimes Plat 2
- Heritage at Grimes Plat 3
- Heritage at Grimes Plat 4 and
- Heritage Lakeside Townhomes, all in Grimes Polk County, Iowa;

WHEREAS, said property is referred to herein as "Heritage at Grimes".

WHEREAS, Declarant is desirous of protecting the value and desirability of the Heritage at Grimes property.

NOW, THEREFORE, Declarant hereby declares that the Heritage at Grimes property 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 Heritage at Grimes 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.

1. ARTICLE 1: DEFINITIONS

- 1.1. Additional Land. “Additional Land” shall mean and refer to any portion of the Benefited Property annexed and subject to this Declaration pursuant to Article 7 hereof.
- 1.2. Architectural Review Committee. “Architectural Review Committee” shall mean and refer to the **Heritage Review Committee (HRC)**,
- 1.2.1. Single Family Residence. HRC for single family residences shall consist of representatives of Declarant having one (1) vote and representatives of Civil Engineer/Landscape Architect having one (1) vote, in the event of a tie, Declarant gets two votes; and
- 1.2.2. Commercial and Multi-Family Residences. HRC for commercial or multi-family residences consist of representatives of Declarant having one (1) vote and representatives of Civil Engineer/Landscape Architect having one (1) vote and representatives of Architect having one (1) vote; and
- 1.2.3. At such time as Declarant has sold all of the Lots in the Heritage at Grimes development, or sooner at Declarant’s sole discretion, the review committee shall be comprised of three (3) Owners to be elected annually by the Owners with the Owner of each Lot (or the joint owners of a single Lot in the aggregate) entitled to cast one (1) vote on account of each Lot owned.
- 1.2.4. The City of Grimes will not have a vote, but will participate in meetings of the Architectural Review Committee for commercial and multi-family residences and keep minutes of the meetings.
- 1.2.5. All plan submittals and correspondence shall be addressed to the offices of the City of Grimes.
- 1.3. City. “City” shall mean and refer to the City of Grimes, Iowa.
- 1.4. Declarant. “Declarant” shall mean and refer to Heritage at Grimes, L.L.C., an Iowa limited liability company, its successors or assigns.
- 1.5. Lot. “Lot” shall mean and refer to an individual parcel of land within the Property or within a Plat of Survey.
- 1.6. Owner. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the legal or equitable title to any Lot that is a part of the Property.

2. ARTICLE 2: ARCHITECTURAL CONTROL

2.1. In order to preserve the general design for the development of the whole of Heritage at Grimes, no building of any kind, nor any addition thereto, shall be erected upon any Lot, no building permit shall be issued and no site plan shall be submitted to Planning and Zoning or the City Council unless and until the plan, design, building materials and location thereof shall have been approved in writing by the Architectural Review Committee or such person or persons or corporate entity designated by it for this purpose. Approval of a plan shall not be unreasonably withheld. The plan shall be submitted to the Architectural Review Committee addressed to the City of Grimes for approval along with the applicable plan review fee in effect at the time the plan is submitted.

2.1.1. Residential Plans. Lot Owner/Builder submits all materials to the City. Declarants representative collects all of the submittals and delivers them the Architect who shall meet with the Declarant to review each submittal for adherence to the aesthetic, material and character of the Heritage at Grimes development, if

2.1.1.1. it meets the the required qualitative standard, then it is submitted to the City for their review of the submittal for compliance with the Heritage at Grimes PUD and City Code and issuance of the building permit.

2.1.1.2. it does not meet the required architectural character required comments will be made on the submittals and marked up drawings returned to the Lot Owner/Builder. They will revise and re-submit, and repeat if necessary, until the design is acceptable. The architect will sign off and submit to the City for their review of the submittal for compliance with the Heritage at Grimes PUD and City Code, and issuance of the building permit.

2.1.2. Commercial/Multi-family Plans. The Architectural Review Committee shall meet at least once per month to review commercial plans. Current meeting times and plan review fees of the Architectural Review Committee may be obtained from the City. Lot Owner/Builder submits all materials to the City. Declarants representative collects all of the submittals and delivers them the architect and civil engineer/landscape Architect who shall meet with the Declarant to review each submittal for adherence to the aesthetic, material and character of the Heritage at Grimes development, if

2.1.2.1. it meets the the required qualitative standard, then it is submitted to the City for their review of the submittal for compliance with the Heritage at Grimes PUD and City Code and issuance of the building permit.

2.1.2.2. it does not meet the required architectural character required comments will be made on the submittals and mark up drawings returned to the Lot Owner/Builder. They will revise and re-submit, and repeat if necessary, until the design is acceptable. The architect and civil engineer/landscape architect will sign off and submit to the City for their review of the submittal for compliance with the Heritage at Grimes PUD and City Code, and issuance of the building permit.

2.2. Any material deviation in the construction from the approved plans on any Lot, which, in the sole subjective judgment of the Architectural Review Committee, is a substantial detriment to the appearance of the structures located in the surrounding area, shall be corrected to conform to the approved plans at the expense of the Owner of the Lot.

3. ARTICLE 3: ENFORCEMENT OF COVENANTS

- 3.1. In the event of a violation, or threatened violation, of any of the covenants, conditions, and restrictions herein enumerated, Declarant, the Owners and all parties claiming under them, and the City (if it so elects by approval of its City Council) shall have the right to enforce the covenants, conditions, and restrictions contained herein, and shall be entitled to recover reasonable attorney's fees and the costs and expenses incurred as a result thereof.
- 3.2. Wherever there is a conflict between this Declaration and the zoning ordinance of law of the City of Grimes, Polk County, or State of Iowa, the most restrictive provision shall be binding.

4. ARTICLE 4: ASSIGNMENT OF COVENANTS

- 4.1. Assignment of Declarant's Rights. Declarant shall have the right to assign all of its rights and obligations as Declarant under this Declaration to any person, corporation or other entity. The assignee of such assignment shall be responsible for Declarant's duties and obligations under this Declaration. Declarant shall make such assignments by written instrument recorded in the Office of the Recorder of Polk County, Iowa.

5. ARTICLE 5: AMENDMENTS TO COVENANTS

- 5.1. Amendment. This Declaration may be amended or changed by an instrument recorded in the Office of the Recorder of Dallas County, Iowa, signed or approved by not less than two-thirds (2/3) of the then Owners. The Owners⁷ 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. Notwithstanding any other term of provision hereof, until twelve (12) months following the date on which the Declarant has sold all of the Lots, the Declarant and only the Declarant may make amendments or modifications to this Declaration. Declarant may amend this Declaration without the consent of any other Owners or any other party. Such amendments or modifications by the Declarant shall be effective upon filing with the Polk County Recorder.

6. ARTICLE 6: PERIOD OF COVENANTS

- 6.1. Duration. This Declaration shall run with the land and shall be binding upon all parties claiming under them for the maximum period allowed by law, subject to the right of the Owner under Section 614.24 of the Iowa Code to file a verified claim in the office of the County Recorder to extend the effectiveness of these covenants for successive periods of twenty-one (21) years each on or before the twenty-first anniversary of the filing of this Declaration and prior to the twenty-first anniversary of the filing of the last verified claim. Invalidation of any of the covenants, conditions, and restrictions of this Declaration by judgment or decree shall in no way effect any of the provisions hereof, but the same shall remain in full force and effect

7. ARTICLE 7: ANNEXATION OF LAND

- 7.1. Subjecting Additional Land to Declaration. Declarant shall have the irrevocable right to subject Additional Land to the terms of this Declaration. The Additional Land shall be automatically subject to the same applicable terms, conditions and duties as described in this Declaration. Declarant shall signify the addition of the land by filing an amendment to this Declaration with the Recorder of Polk County, Iowa. No of any other person shall be necessary.

IN WITNESS WHEREOF, we have hereunto set out hands this 12/7
_____, 2016.

HERITAGE AT GRIMES, LLC

By: *Steve K. Jordan*
Steve K. Jordan, Controller

STATE OF IOWA, COUNTY OF POLK: Ss:

This instrument was acknowledged be fore me this 7 day of Dec, 2016, by
Steve K. Jordan, Controller of Heritage at Grimes, LLC.



Jenifer J Lindemann
Notary Public in and for the State of Iowa