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 Polk County Iowa  
 TIMOTHY J. BRIEN RECORDER  
 File# 2006-00039913  
 BK **11343** PG **535-544**

WHEN RECORDED RETURN TO  
 Jerry P. Alt  
 1900 Hub Tower  
 699 Walnut Street  
 Des Moines, IA 50309

RETURN TO:

Preparer Information PK0004112	Jerry P. Alt Individual's Name	1900 Hub Tower, 699 Walnut Street Street Address	Des Moines, IA 50309-3803 City	(515) 288-0145 Phone
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SPACE ABOVE THIS LINE FOR RECORDER

**DECLARATION OF RESIDENTIAL COVENANTS,  
 CONDITIONS AND RESTRICTIONS  
 FOR BEAVERBROOKE WEST PLAT 4  
 SINGLE FAMILY RESIDENCES  
 LOTS 1 THROUGH 80**

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION, made this 15 day of Sept, 2005.

BEAVERBROOKE DEVELOPMENT COMPANY, an Iowa corporation, DECLARANT, of Polk County, Iowa, being the owner of the following described premises:

Beaverbrooke West Plat 4, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa,

does hereby establish and place residential covenants, conditions and restrictions upon a part of said premises, namely, consecutively numbered Lots 1 through 80, inclusive, which shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, and which are for the purpose of protecting the value and desirability of said lots, and which shall run with the real estate and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, assigns, grantees, executors, administrators and devisees 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. "Beaverbrooke West Plat 4" shall mean and refer to the real property located in the residential subdivision described above.
- B. "Declarants" shall mean and refer to the signatories hereto and their successors and assigns.
- C. "Lot" shall mean and refer to Lots 1 through 80 as shown upon the recorded plat of Beaverbrooke West Plat 4.
- D. "Building Plot" shall mean and refer to one or more platted lots or one platted lot and portion or portions or adjacent stated lots in Beaverbrooke West Plat 4.
- E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or building plot which is part of Beaverbrooke West Plat 4.
- F. "Outbuilding" shall mean an enclosed covered structure not directly attached to the residence to which it is appurtenant.

II. DESIGNATION OF USE.

Lots 1 through 80 in Beaverbrooke West Plat 4 shall be known and described as residential lots and shall not be developed with more than one single-family dwelling on each, and shall not be improved, used, or occupied for other than private residential purposes. No full time or part time business activity may be conducted on any lot or in any building or structure constructed or maintained on any lot in Beaverbrooke West Plat 4, except model homes during the construction period.

III. BUILDING TYPE AND AREA.

A. No building or structure shall be constructed, altered, or maintained on any building lots other than a detached single family home. All single family homes in a ranch or single level style shall contain a minimum of 1,450 square feet of above grade living space exclusive of attached garages, breezeways, and porches. All single-family residences that are one and one-half or two story units shall contain a minimum of 1,750 square feet of above grade

living space, exclusive of attached garages, breezeways, porches. Any non-conforming building plans shall be submitted to Declarant for Declarant's approval or disapproval which shall be rendered in Declarant's sole subjective judgment. The Declarant may modify the square footage requirement from time to time in Declarant's discretion.

B. No structure of any kind shall be moved onto any lot in this tract.

C. All structures built in Beaverbrooke West Plat 4 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 block or concrete foundations shall be painted, brick veneered, or stone veneered.

D. All accessory use type buildings (sheds, etc.) shall be constructed to match the architecture of the residence on that lot. No accessory structures shall be erected until plans have been first submitted and approved by the Declarant or its successor in interest.

E. All residence shall have a minimum of an attached two-car garage. All driveways shall be constructed of portland cement concrete, or other hard surface materials. Each dwelling shall provide off-street parking for two cars, including space in garage.

F. All fences shall be vinyl covered black chain link not exceeding forty-two (42) inches in height. Notwithstanding the foregoing, the owners of Lots 1, 2, 3 shall have the right to build a six-foot wooden fence on the rear lot line with the finished side facing James Street, subject to setback requirements.

#### IV. ARCHITECTURAL CONTROL.

A. In order to preserve the general design for the development of the whole of Beaverbrooke West Plat 4 as a fine residential section of Grimes, no building of any kind, nor any addition thereto, shall be erected upon any building plot in Beaverbrooke West Plat 4, unless the plan, design, building materials and location thereof shall have been first approved by the Declarant or such person or persons or corporate entity designated by it for this purpose. Approval of a plan shall not be unreasonably withheld. In the event the Declarant or its designee does not respond in writing to approve or disapprove such plans, design, materials, location within 60 days from its receipt of the same, such plans, design, materials and location shall then be approved by Declarant.

B. No boats, campers, nor other recreational vehicles may be parked and stored on a Building Plot except in a garage.

C. No mobile or trailer-type homes will be allowed in the entire development, including future phases of Beaverbrooke West Plat 4. No pre-manufactured homes will be allowed in Beaverbrooke West Plat 4.

D. All paving for driveways, patios, or storage areas shall extend no further than side yard building setback lines as established by zoning ordinances.

V. LIVESTOCK AND POULTRY PROHIBITED.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot hereby restricted except that dogs, cats, and other common pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than two dogs or cats be maintained on any one building plot at any one time. Dogs must be either kept in the residence or in a shelter aesthetically compatible with the residence and surrounding areas, and dog runs, if any, must be completely screened from the view of the street and all neighbors with shrubbery. Dogs shall be kept in strict accord with the applicable leash ordinance of the City of Grimes, Iowa.

VI. EASEMENTS.

Easements for installation and maintenance of utilities, drainage facilities, conservancy districts and walkways are reserved as shown on the recorded plat of Beaverbrooke West Plat 4. The Owner or occupant of a building plot shall, at his expense, maintain, keep and preserve that portion of the easement within his property 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 maintenance of any of the utility services and drainage and usage of walkways located within the easements.

VII. WEED AND EROSION CONTROL.

The Owner and/or person in possession of each lot, whether vacant or improved, shall keep the same free of rubbish, weeds, and debris, and keep all lawns mown and, failing this, agrees that after receipt of written notice given by certified mail by the Declarant or by any property owner owning property within 500 feet of such lot, those weeds shall be cut, the lawn mown and such debris shall be removed within fifteen (15) days, failing which the Declarant or the property owner giving such notice, as the case may be, may enter upon the property to cut or cause to be cut such weeds, mow or cause to be mown the lawn, or to remove or cause to be removed such rubbish and/or debris, and shall have a right of action against the Owner of such lot for collection of the cost thereof.

Upon transfer of title, Owner agrees to comply with certain erosion control requirements as follows:

- a. Owner will take all necessary precautions to prevent, stabilize and/or control erosion on the property to prevent sediment migration and soil erosion from extending beyond the boundaries of the property, and in the event it occurs, to clean up all eroded sediment and to restore all affected areas to their original condition.
- b. Owner shall comply with all applicable federal, state and local erosion control ordinances and permits which pertain to the property.
- c. If the Declarant is cited for an alleged violation of any erosion control ordinance provision, which occurs after the closing, by a jurisdictional authority for a condition on or from the property, the Owner shall indemnify and hold the Declarant harmless from any and all claims, damages, fines, attorney fees, assessments, levies and/or costs incurred by the Declarant related to the citation.
- d. In the event Owner fails to comply with the provisions of this paragraph, the Declarant or its successors and assigns shall have the right to conduct any action provided for in this paragraph and recover from the Owner all costs involved as set forth in this paragraph, including attorney fees.

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 an annoyance or nuisance, either temporarily or permanently.

IX. LANDSCAPING AND SIGHTLINES.

A. No hedge or shrub planting which obstructs sightlines at elevations between two (2) and ten (10) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner within the triangular area formed from the intersection of the street property line with the edge of a driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sightlines.

B. Any material deviation in construction, from the approved plans on any building plot, which, in the judgment of Declarant 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 that building plot.

C. At a minimum, all landscape and site plans must provide that all front yards be sodded with nursery quality sod, except where topography does not permit such sodding.

X. BUILDING TYPE AND AREA.

A. No above ground (or non-permanent) swimming pools shall be permitted.

B. Acceptable roofing materials are slate, tile, cedar shingles, cedar shakes, standing seamed copper, and heavy asphalt shingles. Asphalt shingles shall have a minimum weight of 250 pounds per square. Shingles shall be of a style and construction so as to create shadow and texture similar to shakes or slate.

C. All dwellings must have, at a minimum, an attached two-car garage with a driveway having a concrete surface and a minimum width of 16 feet.

XI. RUBBISH CONTAINERS.

No rubbish containers or garbage cans shall be permitted to be placed on a building plot unless hidden by an attractive screen of suitable height, or unless sunken to ground level in a hole lined with permanent cribbing.

No rubbish container or garbage can shall be visible from the street except on pick-up day and one day before and one day after pick-up day.

XII. TOWERS AND ANTENNAS.

Any antenna designed to receive direct broadcast satellite service ("DBS") that is more than one meter in diameter is prohibited. Any antenna designed to receive video programming services via multi-point distribution services, including multi-channel multi-port distribution services ("MMDS") that is more than one meter in diameter or diagonal measurement is prohibited. Any antenna designed to receive analog television broadcast signals ("TVBS") shall be attached to the single family home. Any DBS antenna, MMDS antenna, or antenna designed to receive digital television broadcast signals ("DTV") shall be attached to the single family home. Any DBS, MMDS, DTV, or TVBS antenna shall be made of materials or painted to blend into the background on which it is mounted; provided that the antenna can receive an acceptable

quality signal. No other exterior towers or antennas shall be constructed, installed, modified or permitted on the ground, on dwellings, on garages or on any permitted outbuildings.

XIII. FENCES.

No fences or other structures may be built or maintained within the front building setback areas as shown on the Plat as recorded and no fences shall be built or maintained in the front of the front line of the residential dwelling extended to the side lot lines.

XIV. TEMPORARY STRUCTURES OR EQUIPMENT.

No building or structure of a temporary character and no trailer, basement, tent, shack, garage or outbuilding shall be used at any time as a residential dwelling on any building plot, either temporarily or permanently. All boats, campers and other recreational vehicles shall be parked or stored in a garage.

XV. COMMERCIAL ACTIVITY PROHIBITED.

No home occupation business nor any commercial activity shall be conducted on any lot, except as permitted by the Grimes Zoning Ordinances. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, Declarant and its agents, employees, successors and assigns may maintain and carry on such facilities and activities as may be reasonably required, convenient or incidental to the sale, development or improvement of any lot, including without limitation, the installation and operation of sales and construction trailers and offices, signs and model dwellings. The right to maintain and carry on such facilities and activities shall include specifically the right to use dwellings as model residences or as an office for the sale of lots and related activities. The location of any construction or office trailers of Declarant's assignee shall be subject to Declarant's approval.

XVI. SIGNS

No sign of any kind or description shall be placed, exposed to view or permitted to remain on any lot or any street adjacent thereto, except street markers, traffic signs, and other signs displayed by the City of Grimes or by other governmental units, and except signs which have been approved by Declarant or its authorized agent not exceeding 144 square inches in area upon which there shall only be exhibited the street number or name, or both, of the resident. In the event that any sign, other than those described above, shall be placed or exposed to view on any of the lots restricted hereby, the officers or agents of the Declarant are hereby given the right to enter upon those lots and permitted until such development is completed. Signs not exceeding 1,296 inches square in size, to show property for sale shall be permitted.

XVII. MANDATORY COMPLETION DATE.

Any requirement with regard to building structures, accessory use buildings, driveways, sod or any other required action with regard to improvement to the property or the land under the terms of these Covenants or the Grimes City Code must be completed within one year from the date that the closing occurs between the declarant and the purchaser or six months from the date of the issuance of the building permit on the lot, whichever occurs first.

XVIII. ENFORCEMENT OF COVENANTS.

The Covenants shall be deemed to run with the land to which they apply, and the Declarant and/or Owner of any of such real estate 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.

XIX. AMENDMENTS TO COVENANTS.

A. These Covenants may be amended from time to time by declarant and only the declarant or declarant's assigns in the event the declarant makes a specific assignment of the right to amend the Covenants.

B. No amendment shall be made to Article XI; Article XIII; and Article XIV, without the express written consent of the City of Grimes, Iowa.

C. Any dog run, trash receptacle, tool shed, or other out structure of like nature, shall be properly screened by privacy fence and shrubbery which must be approved by Declarant or its authorized agent. Swimming pools, tool sheds or other accessory structures or improvements shall not extend farther than the front line of the residence extended to the side lot lines and shall not be located within 20 feet of any side or rear lot line.

XX. PERIOD OF COVENANTS.

All of the foregoing covenants, Conditions and Restrictions shall continue and remain in full force and effect at all times as to the property hereinabove described and as to the Owners of any lot in such premises, regardless of how title was acquired, until May 1, 2035, on which date these Covenants, Conditions and Restrictions shall terminate and end and thereafter be of no further legal or equitable effect on such premises or any Owner thereof; provided, however, that these Covenants, Conditions and Restrictions shall automatically be extended for two successive periods of five (5) years, unless on or before the end of the base period, or the first extension period, the Owners of not less than three-fourths of the lots subject hereto shall, by written instrument duly recorded, declare a termination of same.

**XXI. ENFORCEABILITY AND WAIVER.**

A. In the event that any one or more of the foregoing Covenants, Conditions or Restrictions shall be declared for any reasons 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, 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.

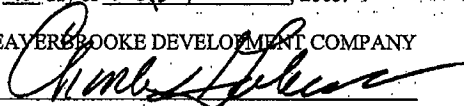
B. All property subject hereto shall also be subject to any and all rights and privileges of the City of Grimes, Iowa and/or Polk County, Iowa, acquired or hereafter acquired by said City or County by dedication, conveyance, filing or recording of plats or covenants as authorized by law. Wherever there is a conflict as between these Covenants and/or the zoning ordinance or law of the City, County, or State within which the subject property is most restrictive shall be binding.

**XXII. INDEMNIFICATION.**

Each lot owner by acceptance of a deed thereto, its successors or assigns, agrees to defend, indemnify, protect and save harmless the City of Grimes, Iowa, and its political subdivisions, including any of its officers, employees, or agents, from and against any and all liability, losses, damage, injury, costs, settlements, judgments, awards, claims, or expenses or other things whatsoever, including attorney's fees or disbursements, arising out of, or in connection with, any acts of negligence, causes, omissions, fault, misconduct, claims, damages, suits or other actions developed, brought or asserted by any person, firm, corporation, entity or estate, or to any property of any person, firm, corporation, entity or estate, against said City by reason of, in connection with, related to or growing out of, directly or indirectly, the duties and responsibilities which are imposed upon the owners, its successors and assigns, with respect to the obligations under these Declarations or with respect to their acts and duties imposed by the final development plan as approved by the Grimes City Council.

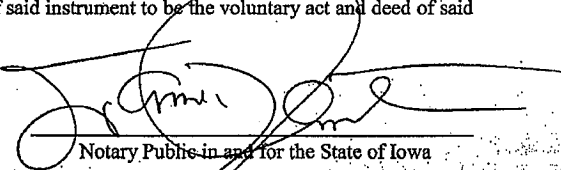
IN WITNESS WHEREOF, Beaverbrooke Development Company, Declarant, has caused this instrument to be executed by on the 15 day of Sept, 2005.

BEAVERBROOKE DEVELOPMENT COMPANY

  
Charles Gabus, President

STATE OF IOWA )  
                  ) SS:  
COUNTY OF POLK )

On this 15 day of Sept, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Charles Gabus, to me personally known, who, being by me duly sworn, did say that he is the President of Beaverbrooke Development Company, Developer of said Beaverbrooke West Plat 4 and that this instrument was signed on behalf of the said corporation by authority of its Board of Directors and the said President acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Notary Public in and for the State of Iowa

