

**DECLARATION OF RESIDENTIAL
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Declaration is made this 25th day of August, 1999, by the Declarant, Brentwood Development Company, L.L.C., an Iowa Limited Liability Company.

WHEREAS, Declarant is the Owner of certain real property located in the City of Waukee, the County of Dallas, in the State of Iowa, which is legally described as:

Lots 2-38, inclusive, of Brentwood, an Official Plat, now included in and forming a part of the City of Waukee, Iowa.

WHEREAS, said property is referred to herein as the "Brentwood Single Family Property"; and

WHEREAS, Declarant is desirous of protecting the value and desirability of the Brentwood Single Family Property.

NOW, THEREFORE, Declarant hereby declares that the Brentwood Single Family Property shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Brentwood Single Family 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.

I DEFINITIONS

For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:

- A. "Brentwood Single Family Property" shall mean and refer to Lots 2 through 38, inclusive, in Brentwood, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa.

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- B. "Declarant shall mean and refer to Brentwood Development Company, LLC.
- C. "Lot" shall mean and refer to each and any individual parcel of land within Brentwood.
- D. "Owner" shall mean and refer to the owner of record (whether one or more persons or entities) of the legal or equitable title to any Lot.
- E. "Outbuilding" shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.

II RESIDENTIAL USE

All Lots in the Brentwood Single Family Property shall be residential lots 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 dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of the provisions of the zoning ordinance of the City of Waukee applicable to Brentwood Single Family Property.

III BUILDING TYPES

Except as specified herein, no building or other structure shall be constructed, altered, or maintained on any Lot, other than a detached, single-family dwelling.

IV BUILDING AREA

No dwelling shall be constructed on any Lots unless the design and location is in reasonable harmony with existing structures and unless it meets the following minimum square feet of living area requirements.

- A. One-story dwellings shall have a finished floor area of not less than 1,750 square feet.
- B. One and one-half story dwellings shall have a finished floor area of not less than 2,150 square feet.
- C. Two-story dwellings shall have a finished floor area of not less the 2,300 square feet.
- D. In computing total finished area, zero percent (0%) of a finished area which has its floor below the exterior grade shall be included in the total finished area requirements.

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- E. In the computation of floor area, the same shall not include any porches, breezeways, or attached or built-in garages.

No dwelling structure of any kind may be moved onto any Lot. All exterior painted portions of new dwellings constructed on any Lot shall be painted with one of the colors designated in writing by Declarant as being an acceptable exterior color. All exterior painted portions of dwellings which are re-painted shall be re-painted in one of said colors or another conservative and traditional residential dwelling color.

V GARAGES AND DRIVEWAYS

All dwellings shall have a three car attached garage. All dwellings shall have a portland cement concrete driveway not less than 16 feet in width and running from the City street to the garage.

VI TEMPORARY AND OTHER STRUCTURES; CERTAIN USES

No temporary building or structure shall be built or maintained on any Lot. No camper, motor home, boat, trailer, tent, shack, garage, unfinished dwelling basement or outbuilding shall be used at any time as a dwelling. No truck with a gross vehicle weight greater than forty-five hundred pounds and no camper, motor home, boat, jet ski, snowmobile, trailer, mechanical equipment or similar property may be parked or maintained on any Lot (except inside a garage) or on the public street adjacent to any Lot, other than on a temporary basis; provided that this restriction shall not apply to what are customarily considered sport utility vehicles, passenger vans or "conversion vans" or to trucks, equipment or trailers used in connection with construction of or rebuilding of a dwelling on any Lot. Temporary shall mean no more than a total of twenty-one (21) days per year. At no time shall an automobile, motorcycle, truck, camper, motor home, other vehicle, boat, jet ski, snowmobile, trailer, mechanical equipment or similar property be disassembled repaired or serviced on any Lot, except inside a garage or dwelling. No automobile, motorcycle, truck, camper, motor home, other vehicle, boat, jet ski, snowmobile, trailer, mechanical equipment or similar property may be at any time parked or maintained on the yard of any Lot.

VI FENCES

No fences shall be built or maintained within the building setback areas as shown on the recorded Official Plat of Lots 2-38 of Brentwood (or as established by the zoning ordinance of the City of Waukeez, whichever is the more restrictive) and no fences shall be built or maintained in front of the front line of the residential dwelling extended to the side Lot lines. All fences must be constructed of wood or other materials expressly approved in writing by the Declarant. No chain link fences shall be permitted.

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VII EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Official Plat of Brentwood. The Owner and/or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant, maintain, keep, and preserve that portion of the easement area within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building, structure or other improvement of any kind within said easement areas (except customary and traditional ground cover) which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utility services and drainage facilities within such easement areas. The Owner and/or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant preserve and maintain any berm and/or swale constructed for drainage purposes to accomplish the purposes for which it was created.

IX 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 what a reasonable person would consider to be a genuine annoyance or a genuine nuisance, either temporarily or permanently.

X SIGNS

No sign of any kind shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except (i) street markers, traffic signs, or any signs installed by the City of Waukeee, by other government entities or by the Declarant, (ii) signs which have been approved by Declarant in writing not exceeding 144 square inches in area on which there shall only be exhibited the street number and/or the name of the resident, and (iii) a customary and traditional sign (one per Lot) advertising a Lot or dwelling for sale, not exceeding 1,296 square inches. In the event that any signs other than those described above shall be placed or exposed to view on any Lot, the agents of the Declarant are hereby given the right to enter upon such Lot and remove said signs.

XI TRASH RECEPTACLES

No trash receptacles or garbage cans shall be permitted to be placed on a Lot outside a dwelling, garage or Outbuilding unless hidden by a customary and traditional screen of suitable height. However, unscreened trash in proper containers and/or bags shall be allowed to be placed on a Lot outside a dwelling, garage or Outbuilding, but no earlier than eighteen (18) hours prior to a scheduled pick up of such trash. Such unscreened trash containers must be returned to the screened area or inside a dwelling, garage or Outbuilding within twelve (12) hours following said scheduled pick up of such trash.

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XII UTILITIES

All utility connection facilities and services shall be underground.

XIII ANTENNAS

No exterior towers or antennas of any kind shall be constructed, modified, or permitted on any Lot, except as herein specifically permitted. Customary television or radio antennas not exceeding five (5) feet in height shall be permitted if attached directly to either the dwelling or the garage. A satellite dish (or similar structure) with a diameter of less than nineteen inches (19") shall be permitted to be placed elsewhere on a Lot, but only if it is totally hidden from view by a customary and traditional screen of suitable height (or otherwise totally hidden from view) from all other areas within the Brentwood Single Family Property and streets adjoining the Brentwood Single Family Property.

XIV MAINTENANCE

The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the Lot free of trash, weeds and debris and to keep the lawn and landscaping well maintained and healthy. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the exterior of any dwelling, the driveway, fence, screening and all other improvements.

XV CERTAIN ANIMALS PROHIBITED

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than a total of three dogs and/or cats be kept at any one Lot at any one time. Dogs must be either kept in the dwelling or kept in a shelter aesthetically compatible with the dwelling and surrounding areas, and dog runs, if any, shall be totally hidden from view by a customary and traditional screen of suitable height (or otherwise totally hidden from view) from all other areas within Brentwood Single Family Property and street adjoining the Brentwood Single Family Property. No dog may be kept outside the dwelling for more than one (1) hour per day, if it bark in such a manner (or barks to the extent) that a reasonable person would consider it to be a genuine annoyance or genuine nuisance.

XVI ACCESSORY STRUCTURES

Each Lot may have customary and traditional accessory structures such as Outbuildings (tool shed, garden house, etc.), swimming pool, tennis court and the like. Any trash receptacle or Outbuilding shall be properly screened by a private fence and/or shrubbery. Swimming pools, tennis courts, Outbuildings and other accessory structures and improvements shall not extend

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farther than the front line of the residential dwelling extended to the side lot lines and shall not be located within twenty (20) feet of any side or rear lot line, as established by the zoning ordinance of the City of Waukee (or the recorded Official Plat of Brentwood, whichever is the more restrictive).

XVII SURFACE WATER

The topography of Brentwood Single Family Property is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Lot shall be subject to and benefited by such easements as may exist for the flowage of surface water under the law of the State of Iowa, as may be in effect from time to time; and all owners shall have such rights and obligations with respect thereto as may be provided by such law.

XVIII ENFORCEMENT OF COVENANTS

This Declaration of Residential Covenants, Conditions and Restrictions shall be deemed to run with the land, and the Declarant and/or the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration of Residential Covenants, Conditions and Restrictions and enjoin its violation or for damages for the breach thereof, or for any remedy or combination of remedies recognized at law or in equity.

XIX AMENDMENTS OF COVENANTS

This Declaration of Residential Covenants, Conditions and Restrictions may be amended from time to time with the approval of the Owners. Said approval shall be given by the affirmative vote of not less than two-thirds (2/3) of the Owners. The Owners 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. Provided, however, until twelve (12) months following the date on which the Declarant has sold all of the Lot, it may make amendments or modifications to this Declaration of Residential Covenants, Conditions and Restrictions without the consent of any other Owners or any other party. Such amendments or modifications by the Declarant shall be effective only after all other Owners are provided with a copy of the amendment or modification and the amendment or modification has been filed with the Dallas County Recorder.

XX PERIOD OF COVENANTS

This Declaration of Covenants, Conditions and Restrictions shall continue and remain in full force and effect at all times as to the Brentwood Single Family Property and as to the Owners of any Lot, regardless of how title was acquired, until the 31st day of December, 2028, on which date this Declaration of Covenants, Conditions and Restrictions shall automatically be extended for one additional period of twenty (20) years, unless on or before the end of the initial period, the Owners of not less the fifty (50%) percent of the Lots, by written instrument duly recorded, declare a termination of same.

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XXI **ENFORCEMENT 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 judgement 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. Wherever there is a conflict between this Declaration and the zoning ordinance of the City of Waukee, the more restrictive provision shall be binding.

XII **DISCLAIMER**

Declarant may at anytime by written instrument filed with the Dallas County Recorder, disclaim its rights and powers hereunder and thereafter it shall have no rights or responsibilities hereunder. Declarant shall have no liability in or for damages of any sort to any Owner, or any lessee or occupant of any Lot, or otherwise to any person for any exercise or failure to exercise any right (or duty or obligation, if any) of Declarant hereunder, for the making of an amendment or modification hereto by Declarant for the granting of approval or withholding of approval required or permitted under the terms of this Declaration or in any other manner arising herefrom. Provided however, any Owner may exercise any rights such Owner may have against Declarant by an action in equity for specific performance or injunctive relief to which Declarant shall be subject. The remedies of specific performance and injunctive relief shall be the only remedies against Declarant for any exercise or failure to exercise any right (or duty or obligation, if any) of Declarant hereunder, for the making of an amendment or modification hereto by Declarant for the granting of approval or withholding of approval required or permitted under the terms of this Declaration or for other matters arising herefrom, all other remedies being expressly waived.

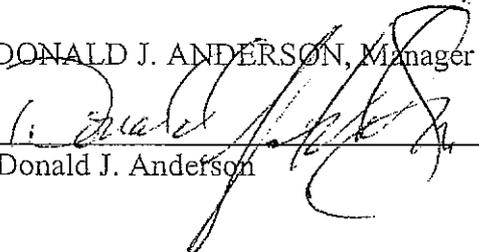
Notwithstanding the foregoing, the rights and powers of the Declarant hereunder shall be deemed to have been disclaimed by Declarant five (5) years following the date on which Declarant conveys the last Lot it owns in Brentwood Plat I Single Family Property, and thereafter enforcement of this Declaration may be carried out exclusively by the Owners as provided in Article XVII, above.

This Declaration of Residential Covenants, Conditions and Restrictions, was made the date first written above by the Declarant.

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BRENTWOOD DEVELOPMENT COMPANY, L.L.C.,
AN IOWA LIMITED LIABILITY COMPANY

BY: DONALD J. ANDERSON, Manager

BY: 
Donald J. Anderson

STATE OF IOWA)
)ss
COUNTY OF POLK)

This instrument was acknowledged before me on August 2, 1999,
by Donald J. Anderson, as a Manager of Brentwood Development
Company, L.L.C.


Notary Public In and For Said State

My Commission Expires: 4/14/01

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