

**RESTRICTIVE COVENANTS AND REGULATIONS FOR  
BROOKRIDGE PLAT 1 (the "Declaration")**

WHEREAS, J DEV, LLC, an Iowa limited liability company ("Declarant", which term includes Declarant's successors and assigns) is the owner of Lots 1-18 inclusive in BROOKRIDGE PLAT 1, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa (referred to herein as the "Property" or the "Lots"); and

WHEREAS, Declarant desires to establish certain minimum standards covering the Property by means of protective covenants to ensure the lasting beauty, value and enjoyment of the Property; to this end and for the benefit of the Property and the owners thereof, Declarant desires to subject the Property to the easements, covenants, conditions, restrictions, charges and liens hereinafter set forth.

NOW, THEREFORE, Declarant does hereby publish and declare that the Property shall be held, sold, conveyed, transferred, leased, subleased and occupied subject to the following easements, covenants, conditions and restrictions which shall run with the Property and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Property or any portion thereof, their heirs, personal representatives, successors and assigns.

**ARTICLE I. USE RESTRICTIONS**

**Section 1: Single-family Residence.** The use of all Lots shall be limited to single-family residential use and shall be developed with not more than one single-family dwelling each, and may

be developed only with such other uses of land or structures customarily incidental and subordinate to the single-family residential use as permitted by the City of Waukee Zoning Ordinance, unless such uses or structures are otherwise regulated or prohibited by this Declaration. 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, except to the extent of a home occupation permitted by the City of Waukee Zoning Ordinance, and except that home builders may maintain model homes during construction. Construction must be completed within nine (9) months from the date of the issuance of the building permit.

**Section 2: Architectural Standards.**

A. Development Approval of Declarant. Lot owners or builders must provide Declarant, prior to commencement of construction, architectural plans showing elevations from all compass directions and a comprehensive list of building materials for all exterior construction, including decking materials.

B. Exterior Foundations. Exposed foundations must be painted to blend with exterior wall finishes or be of stone, stone veneer, brick, or the equivalent.

C. Siding. Siding material variations on the elevation for accent purposes are encouraged, but the overall character and predominant siding must be consistent on all elevations of the structure. Siding shall not have a reveal of greater than eight inches (8"). Exterior colors shall be finished with a earth tone conservative color design. No bright colors of any kind are permitted. A minimum of twenty-five percent (25%) of the front elevation of the dwelling on each Lot shall be covered with a brick, stone, stone veneer or stucco, unless otherwise approved in writing by Declarant. Brick, stone, stone veneer or stucco shall wrap around the corners of the front elevation of the dwelling. All dwellings must be constructed with a cement board siding or similar siding (commonly referred to as "Hardie Plank", "James Hardie Siding" or "LP Smartside"), unless otherwise approved in writing by Declarant. In addition to the foregoing, all areas of exposed concrete, concrete block or tile foundations shall be either painted to blend with the exterior wall finishes, or covered with brick or stone veneer or the equivalent. Other materials or colors must be approved in writing by the Declarant.

D. Roof Materials. The pitch of the roof of all dwellings must be a minimum of 6/12, unless otherwise approved in writing by Declarant. Notwithstanding the foregoing, Contemporary/Transitional home styles and dwellings will be allowed to have a pitch of the roof of 4/12 or 5/12, provided, however, that such dwellings also include: (i) Three foot (3') overhangs, (ii)

Hip roof and (iii) two (2) or more ceiling heights incorporated into the plan with height variations of two feet (2') or more. All roof material shall be slate, tile, cedar shakes, or composition shingles. Composition shingles shall be architectural grade. Shingle colors shall be muted earth tones and be compatible with and complimentary to the exterior materials and colors of the building structures.

E. Garages and Driveways. All residences shall include an attached garage having space for not less than two (2) or more than four (4) automobiles. All driveways must accommodate two (2) cars off-street and must be constructed of concrete. Notwithstanding anything herein to the contrary, the Declarant may approve a larger garage size than indicated in this section upon the submission of plans for such garage. Any such approval shall be in writing by Declarant.

F. Minimum House Sizes. All single-family homes shall contain a minimum square footage of living space exclusive of attached garages, breezeways, porches and finished basement areas as follows:

1. One-story dwellings must have a minimum of one thousand four hundred (1,400) square feet of finished area directly under the roof.

2. One and one-half story dwellings must have a finished floor area of at least one thousand seven hundred (1,700) square feet.

3. Two-story dwellings must have a finished floor area of at least one thousand eight hundred (1,700) square feet.

G. Decks and Porches. Decks attached to the house should be built from materials similar to those used on the house. Unpainted and/or un-finished natural wood decks, though appropriate for rear yard spaces, are not acceptable as front entry porches. Entry porches should be designed as integral, yet dominant features that invite entrance to the dwelling. Columns supporting porch roofs should be massive in scale. Built up box columns or tapered round columns are encouraged. Handrails shall match the architectural style of the home. No wood steps to front entry porches are permitted.

H. Building Elevation and Drainage Standards. The finished grades for houses constructed on each Lot shall be established to permit positive drainage away from such house.

I. Development Approval of Declarant. Owners, builders or developers of lots must secure Declarant's written approval of items A through H, of this section, prior to start of construction on

any lot.

**Section 3: Landscaping.** All lots shall be sodded, including the front, side and rear yards. Initial landscaping must be a minimum of two (2) two inch (2") caliper trees and ten (10) twelve inch (12") shrubs. All sodding and landscaping shall be completed upon issuance of a certificate of occupancy and thereafter maintained, but in no event shall this be more than twelve (12) months from the date of the issuance of the building permit.

**Section 4: Fences.** No fences, walls, hedges or barriers shall be permitted upon Lots or adjoining property lines except as follows:

A. Walls, fences, or hedges along rear property lines and side property lines shall not exceed six feet (6') in height.

B. The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fencing framing. No chain link fence, including a chain link fence around a dog run, shall be permitted unless it is black vinyl clad fence. All fences shall be kept in good repair and attractive appearance.

C. No fences shall be built forward of the centerline of the house built on a Lot. All fences shall be wood, wrought iron, vinyl, or vinyl clad chain link. All wood fences shall be natural in color, stained, or painted in soft, earth tone colors so as to blend in with the terrain. All vinyl fences shall be black, white or soft earth tone colors.

D. Notwithstanding anything in this Declaration to the contrary, no Lot owner shall have the right to erect a fence within or across any easement area shown upon the recorded plat of Brookridge Plat 1 without the prior consent of the City of Waukee or the utility company or companies for whose benefit such easement runs. Any fence erected within or across an easement area without such consent may be taken down by the person for whose benefit such easement runs in the exercise of any rights granted by such easement without any obligation to such lot owner to restore or repair such fence.

**Section 5: Utility Meters.** Utility meters shall be hidden architecturally or through the use of remote reading devices.

**Section 6: Mailboxes.** If required by the City of Waukee, Iowa ordinances, Declarant shall install a "cluster-style" mailbox to serve this block substantially in accordance with the requirements of such ordinances, which mailbox, upon installation, shall become the property of the United States Postal Service without any further deed or transaction. Thereafter, the United States Postal Service

shall maintain, repair and replace said mailbox. If the United States Post Office fails to maintain, repair or replace said mailbox, then the owners of each Lot may erect individual mailboxes in the public right-of-way adjacent to their property (or across the street from the Lot on the side of the street on which mail delivery is made) such that the front of the mailbox is at least six inches (6") back of the curb. The mailbox supports for such individual mailboxes shall be constructed of black decorative metal, brick or wood stained in the colors similar to the home exterior and shall be installed in such a manner so as not to lean or tilt.

**Section 7: Playhouse and Utility Buildings.** Playhouse, utility buildings, storage sheds or other similar structures shall be permitted, provided that the exterior and the roof of any such structure shall be constructed of the same material, have the same roof pitch, color and appearance as the residential dwelling on the same Lot and are located only in rear yards. No such structures shall be located within twenty feet (20') of any rear or side lot line of such Lot. All such structures shall be in compliance with City of Waukee codes and regulations.

**Section 8: Utilities.** All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground. No private wells or septic systems shall be permitted on any Lot.

**Section 9: Security Lighting.** Security lighting for driveways, parking and other areas shall be designed, located and directed in a fashion which will avoid direct lighting onto adjoining Lots.

**Section 10: Sidewalks.** Per City of Waukee code and regulations, sidewalks are required along public streets. The Lot owner shall be responsible for construction of the public sidewalk along each street frontage according to City specifications. Owners of corner Lots shall install sidewalks parallel to all street frontages. The Declarant has no obligation to a Lot owner to install sidewalks. Sidewalks shall be constructed within one year after the sale of any Lot or at the time of occupancy of any dwelling on the Lot, whichever occurs first. No exceptions to this rule shall be allowed unless granted by the Declarant in writing.

**Section 11: Garbage Cans and Equipment.** No trash receptacles, garbage cans or recycling bins shall be located upon a Lot unless hidden by an attractive screen of suitable height or unless sunken to ground level in a hole lined with permanent cribbing, except that garbage cans, trash sacks, recycling bins, yard refuse bags and other materials for collection by an authorized refuse collector may be placed at the pickup area designated by the City or its authorized refuse collection company on the day before collection and may remain until the evening of the day of the scheduled collection of the same. Items such as compost containers, clotheslines, lawn or garden equipment, building

materials and other similar items shall be placed out of public view. Firewood shall not be stored on the front side of a house. Stacked firewood in excess of 4' long by 3' high shall be adequately screened from view and must be stacked in the rear yard and be at least twenty feet (20') from any rear or side yard Lot line. Only retractable or collapsible clotheslines 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.

**Section 12: Automotive Repair Prohibited.** No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any lot. However, the owner of any Lot may work on any vehicle owned by said owner inside the garage out of public view.

**Section 13: Parking, Storage, Tents, Trailers and RV's.** No tent, trailer, boat, camper, snowmobiles, motorcycles, four or three wheelers, motorhome, or truck rated larger than 3/4 ton or other movable or temporary structure or enclosure shall be maintained or parked on any Lot or street for more than a cumulative of seven (7) days in any calendar year.

**Section 14: Temporary Structures/Mobile Homes.** No building or structure of temporary character and no trailer, basement, tent, shack, garage or outbuilding shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently. No home or other building shall be moved onto any Lot from outside the development. All homes constructed in this development shall be constructed on site and no manufactured or modular housing or mobile homes shall be permitted at any time.

**Section 15: Swimming Pools/Hot Tubs.** Below ground swimming pools and hot tubs are allowed, subject to the area being fenced according to the fencing requirements in Section 4, and any hot tubs being skirted in wood. No above-ground swimming pools shall be permitted on any Lot.

**Section 16: Satellite Dish.** Satellite dishes or parabolic devices in excess of twenty four inches (24") in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dishes or parabolic devices shall be mounted on the rear elevation or the rear half of the side elevations only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation, or located forward of the centerline of the house.

**Section 17: Exterior Animal Houses/Invisible fences.** Animal runs shall not be permitted, unless they are located at the rear of the house or garage and extend toward the rear of the Lot from that portion of the house or garage which is closest to the rear Lot line. Any animal house shall have the same external appearance, color and roof materials as the home situated on the Lot. No animal

house shall exceed twenty (20) square feet in area.

**Section 18: Towers and Antennas.** No extension tower or antennas of any kind shall be constructed or maintained on any Lot or on the exterior of the residence.

**Section 19: Noxious Activities/Livestock.** No noxious or offensive activity, 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 or nuisance, either temporarily or permanently. No animal, livestock, pigs or poultry of any kind shall be raised, bred or kept on a Lot, except that dogs, cats and other small commonly accepted domestic pets may be kept so long as they are not kept, bred or maintained for commercial purposes or sale to the public. All animals shall be tied, kept on a leash, fenced, confined by an underground electrical fence or kept in an animal run at all times.

**Section 20: Maintenance of Lots & Improvements.** The owner or person in possession of any Lot, whether vacant or improved, shall keep or cause to be kept all buildings, fences and other structures and all landscaping located on their property in good repair and keep the Lot free of debris. The Lot shall be mowed so that the grass or weeds do not exceed six inches (6") in height.

**Section 21: Construction Clean Up and Maintenance.** Lot owners and their contractors are reminded that construction sites are to be kept clean. Weekly clean up of trash and debris is required. The street is also to be kept free of debris and mud. The installation by the Lot owner of silt fences or equivalent erosion control is required on the downhill property line(s). The Lot owners are responsible for their contractors and subcontractors. If a site is found to be in an unacceptable condition, the Lot owner will be notified by phone and/or letter of violations. Lot owners will have three (3) days to respond before the work is performed by others and the cost thereof assessed to the Lot owner. Such cost shall be immediately due upon demand, and shall bear interest at the rate of twelve percent (12%) per annum until paid in full. Such cost, and the accrued unpaid interest thereon, shall become a lien upon said Lot upon the filing of an affidavit in the office of the Recorder for Dallas County, Iowa, setting forth the notice, the failure of the Lot owner to cure such default, the work performed by or on behalf of the person other than the Lot owner and the cost thereof.

**Section 22: Damage or Destruction of Improvements.** In the event any residence or other structure constructed on a Lot is damaged, either in whole or in part, by fire or other casualty, said Residence or other structure shall be rebuilt or remodeled within ninety (90) days from date of damage or destruction to comply with this Declaration; or in the alternative, if the residence or other structure is not to be rebuilt, all remaining portions of the damaged structure, including the foundation and all debris, shall be removed from the Lot within thirty (30) days of damage or

destruction and the Lot shall be restored to its natural condition existing prior to the construction of the Residence or other structure.

**Section 23: Easements.** Easements for the installation and maintenance of sanitary sewers, storm sewers, surface water flowage, bike trails, and public utilities and/or private utilities are reserved as shown on the recorded plat of Brookridge Plat 1. The owner or occupant of any Lot in the Property shall, at such owner's or occupant's expense, keep and preserve that portion of such easements within such owner's or occupant's property, at all times, in good condition, and shall neither erect nor permit erection of any building or structure of any kind nor permit any growth of any kind within such easement area nor change the grade of any such easement area in any manner that might interfere in any way with the use, maintenance, repair, restoration or replacement of any of the utility services, drainage, bike paths, street trees or landscaping located in said easement area, without the prior consent of the City of Waukee, Iowa or the utility company or companies for whose benefit such easement runs. Any such building or structure erected, growth permitted, or change in grade made within an easement area without such consent may be removed or regarded by the person for whose benefit such easement runs in the exercise of any rights granted by such easement without any obligation to such lot owner or occupant to restore, repair or replace such building, structure, growth or change in grade.

**Section 24: Surface Water Rights.** In regard to all matters concerning surface water, each Lot shall be subject to such easements as may exist for the flowage of surface water under the laws 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.

When construction of the home is complete the lot on which the home has been built, as well as all adjacent lots on which the finish grades have been disturbed by the buyer's home builder or contractors, must be restored to the finish grades, which are consistent with the original engineering design of the recorded plat of Brookridge Plat 1.

In addition, the buyers home builder or contractors must restore all Lots on which their building activities may have caused;

1. a disturbance of final soil stabilization
2. a disturbance of newly seeded ground for soil stabilization
3. removal of silt fence

to their original condition prior to the buyer's construction activities. This work must be done within seven (7) days after construction of the home has been completed. If restoration is not completed within seven (7) days the Lot owner will be notified by phone and/or letter. Lot owners will have three (3) days to respond before the work is performed by others and the cost thereof assessed to the Lot owner. Such cost shall be immediately due upon demand, and shall bear interest at the rate of



twelve percent (12%) per annum until paid in full. Such cost, and the accrued unpaid interest thereon, shall become a lien upon said Lot upon the filing of an affidavit in the office of the Recorder for Dallas County, Iowa, setting forth the notice, the failure of the Lot owner to cure such default, the work performed by or on behalf of the person other than the Lot owner and the cost thereof.

**Section 25. Sales Office.** Declarant reserves the right to maintain one or more Lots as a model or a sales and display office for itself, for its marketing firm, or for any of the home builders who purchase lots from Declarant; display or post signs of any type or size which are a part of the development and marketing of this Plat; and to have agents and employees equipment and material on any Lot used as a model or sales office.

## **ARTICLE II. GENERAL PROVISIONS**

### **Section 1. Enforcement, Delays in Enforcement and Conflict with Governmental Regulations.**

A. Enforcement of this Declaration shall be by appropriate proceedings at law or in equity against those persons or entities violating or attempting to violate any covenant, condition, or restriction herein contained. Such judicial proceeding shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, or for such other and further relief as may be available. Such judicial proceedings may be prosecuted by Declarant, its successors or assigns, an owner or by an association of owners. In the event it becomes necessary to commence an action to enforce this Declaration, the court shall award to the prevailing party in such litigation, in addition to such damages as the Court may deem just and proper, an amount equal to the costs and reasonable attorney's fees incurred by the prevailing party in connection with such litigation. The failure to enforce or to cause the abatement of any violation of this Declaration shall not preclude or prevent the enforcement thereof or of a further or continued violation, whether such violation shall be of the same or of a different provision of this Declaration. In addition, invalidation of any one of these covenants by judgment or court order, shall in no way affect any of the other provisions.

B. No delay or omission on the part of any owner of land to which this Declaration applies in exercising any right, power or remedy herein allowed shall be construed as a waiver or acquiescence therein. No right, claim or action shall accrue to and no action or claim shall be brought or maintained by anyone against Declarant or any officer, employee or agent thereof on account of any action or inaction under this Declaration.

C. All property subject to this Declaration shall also be subject to any and all regulations of the City of Waukee, Iowa and any other governmental entities having jurisdiction, including, but not

limited to, zoning ordinances, subdivision ordinances, building codes and other such regulations. Whenever there is a conflict between the provisions of these Covenants and the ordinances, statutes or regulations of the City, County, State, Federal or other applicable governmental entity having jurisdiction over Brookridge Plat 1, that provision which is most restrictive shall be binding.

**Section 2. Duration.** The covenants, restrictions and provisions of this instrument shall be deemed covenants running with the land, and shall remain in full force for twenty-one (21) years from the date of recording of these covenants, at which time said covenants, restrictions and provisions shall automatically be extended for successive periods of five years each, unless such covenants, restrictions and provisions are amended, modified, or changed or cancelled, in whole or in part by written agreement signed by the owner or owners of more than fifty percent (50%) of the lots hereby restricted and recorded in the Office of the Recorder of Dallas County, Iowa, at least one (1) year prior to the original expiration date or to a subsequent expiration date, whichever is applicable.

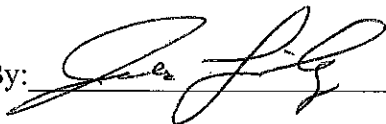
**Section 3. Declarant Rights.** **Declarant shall have the right to enforce these covenants and the sole right to amend or modify these covenants, conditions and restrictions.** Declarant shall also have the right to transfer the Declarant's right of enforcement or modification and amendment to a homeowners association, should such an association be established. However, Declarant is under no obligation to enforce these covenants, conditions or restrictions or to transfer these rights at any time. **These rights of Declarant shall continue only so long as Declarant or its successors or assigns owns one or more lots in the subdivision known as Brookridge Plat 1.**

**Section 4. Severability.** In the event that anyone or more of the terms or conditions of this Declaration shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall in no way affect, modify, change, abrogate or nullify any of the remaining covenants, conditions, restrictions or terms not so expressly held to be void and the remaining parts of this Declaration shall remain in full force and effect.

[SIGNATURE APPEARS ON NEXT PAGE]

Dated this 26<sup>th</sup> day of December, 2014.

J DEV, LLC, an Iowa limited liability company

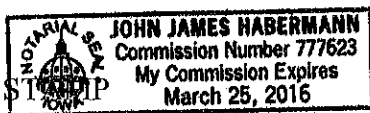
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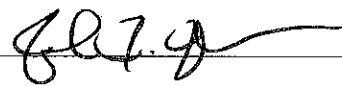
Printed Name: James Lindgren

Title: President

STATE OF IOWA, COUNTY OF Dallas

This record was acknowledged before me on Dec. 26<sup>th</sup>, 2014 by James Lindgren as President of J DEV, LLC, an Iowa limited liability company.



  
Printed Name: John J. Habermann