

BUILDING SPECIFICATIONS AND USE RESTRICTIONS FOR BROOK RUN VILLAGE

KNOW ALL MEN BY THESE PRESENTS:

That Brook Run L.C., an Iowa limited liability company, (hereinafter referred to as "Grantor") as developer of BROOK RUN VILLAGE in the City of Des Moines, Polk County, Iowa, does hereby establish and place the following building specifications and use restrictions and does hereby reserve certain easements, all as hereinafter specifically set forth, on the following-described real property:

BROOK RUN VILLAGE, an Official Plat, now included in and forming a part of the City of Des Moines, Polk County, Iowa (hereinafter referred to as "Lot" or "Lots").

I. DESIGNATION OF USE

All Lots shall be known and described as residential lots and shall not be improved, used or occupied for other than private, single-family residential purposes.

II. BUILDING AREA

No dwelling shall be constructed upon or permitted to remain upon any Lot unless it meets the floor area requirements of the Des Moines Zoning Ordinance applicable to Brook Run Village Plat 1 on the date of the issuance of the building permit for the construction of said dwelling.

III. DESIGN AND CONSTRUCTION

- a. No mobile home or Manufactured Homes as defined in the Code of Iowa, or any previously used structure of any kind shall be placed on or erected on any Lot.
- b. No dwelling (including porches) shall be constructed within 20 feet of the lot line adjoining the street right-of-way of any Lot, or within 5 feet of any side lot line of any Lot.
- c. All dwellings must have, at a minimum, a single attached or detached garage, which shall not be constructed within 25 feet of the front property line adjoining the street right-of-way of any Lot. A detached garage may be constructed within 3 feet of a side or rear lot line, and the driveway for a detached garage shall be allowed to abut side lot lines. Garage doors shall be an embossed panel design.
- d. All asphalt or fiberglass shingles on any dwelling or garage constructed on any Lot shall be a decorator or laminated shingle. No 3-tab shingles shall be allowed on any dwelling, garage or other structure constructed on any Lot.
- e. Any dog run, trash receptacles, tool sheds or other structure of like nature shall be totally screened by shrubbery or decorative fence or both.

- f. All building structures or improvements of any kind must be completed within 12 months of the commencement date of construction.
- g. The exterior of any dwelling and garage located on any Lot shall be finished with earthen or pastel colored material (including all stain and painting). White is an acceptable color. Some brick or stone finish is encouraged on the front of dwellings.
- h. Siding products are encouraged to be maintenance free.
- i. The building materials and roof design of any auxiliary building or shed constructed on any Lot shall be the same as that of the dwelling constructed on said Lot.

IV. TEMPORARY STRUCTURES

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 Lot, either temporarily or permanently.

V. RECREATIONAL VEHICLES AND BOATS

All recreational vehicles and boats shall be parked or stored in a garage or be totally screened or not visible from street view.

VI. TOWERS AND ANTENNAS

No tower or antennae, including satellite dishes, shall be placed on any Lot that is greater than one meter in diameter.

VII. NUISANCES

No noxious or offensive activity 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.

VIII. LIVESTOCK AND POULTRY 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.

IX. EASEMENTS

Certain perpetual easements are reserved as shown on the recorded plat. The owner or occupant of a Lot shall, at their own expense, keep and preserve that portion of the easement within their Lot in good repair and condition, and shall neither erect nor permit erection of any building, structure or fences of any kind within the easement which might interfere in any way with the use of such easement.

X. SIDEWALKS

The purchaser of a Lot shall, at the purchaser's expense, install public sidewalks in accordance with specifications of the City of Des Moines. The installation and construction of the sidewalks shall incur within one (1) year following the purchase of Lot from Grantor.

XI. FENCES

No fence over three (3) feet in height shall be permitted within the front elevation of any Lots. No chain link fence shall extend to the front of any Lot beyond the front edge of the dwelling. All chain link fences shall have a dark vinyl or similar finish and shall be screened from street view by shrubbery.

XII. STREET TREES

The Owner of each Lot shall be responsible for the maintenance, trimming and replacement of any trees planted by the Declarant in the public right-of-way in front of said Lot. If any of such trees need to be replaced, they shall be replaced by trees of the same species.

XIII. MISCELLANEOUS

These covenants, restrictions and provisions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-one years after the date they are recorded in the Polk County Recorder's Office, and may be renewed for successive twenty-one year periods by recording a written notice as provided in Iowa Code 614.24, as amended. This Declaration of Covenants may be amended by an instrument signed (i) by the Declarant as long as the Declarant own a Lot primarily for resale purposes, or (ii) by not less than seventy-five percent (75%) of the Lot owners if the Declarant does not own a Lot. Any amendment must be recorded.

Invalidation of any of the covenants, conditions and restrictions of this Declaration by Judgment or decree shall in no way effect any of the other provisions thereof, but the same shall remain in full force and effect.

These restrictions shall not be applicable to property dedicated to the City of Des Moines, and said City may allow appropriate public use on city-owned property.

If the owner or person in possession of any Lot in BROOK RUN VILLAGE PLAT 2 violates or attempts to violate any of the covenants or restrictions herein established before said restrictions or covenants expire or having been removed, as provided herein, it shall be lawful for any person or persons owning any other lots in said plat to prosecute any proceedings in law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing or to recover damages or other dues for such violations.