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JULIE M. HAGGERTY RECORDER  
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**DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR BROOKHAVEN ESTATES PLAT 1, ALTOONA, IOWA**

**Recorder's Cover Sheet**  
**RETURN TO**

**Preparer Information:** Stacey C. Blink, Pasley & Singer Law Firm, LLP 323 6<sup>th</sup> Street,  
PO Box 664, Ames, Iowa 50010 515.232.4732

**Taxpayer Information:** N/A

**Return Document To:** Preparer

**Grantor:** Diamond Development, LLC

**Grantee:** N/A

**Legal Description:** See page 2.

**Document or instrument number of previously recorded documents:** N/A

NOTE: THIS COVER PAGE IS PREPARED IN COMPLIANCE WITH IOWA CODE SECTION 331.606B. THIS COVER PAGE IS PROVIDED FOR INFORMATION PURPOSES ONLY.

**DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR BROOKHAVEN ESTATES PLAT 1, ALTOONA, IOWA**

**THIS DECLARATION** is made this 16 day of JULY, 2017 by **DIAMOND DEVELOPMENT, LLC**, an Iowa corporation (the "Declarant").

**WHEREAS**, Declarant is the owner and developer of certain real property legally described as follows:

Lots 1 through 38, inclusive, in **BROOKHAVEN ESTATES PLAT 1**, an Official Plat, included in and forming a part of the City of Altoona, Polk County, Iowa.

**WHEREAS**, Declarant is desirous of protecting the value and desirability of the Plat.

**NOW, THEREFORE**, Declarant hereby declares that all property within the Plat shall be held, sold and conveyed and be subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Plat and 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. "Plat" shall mean and refer to the real property heretofore defined as the Plat, being a part of Brookhaven Estates Plat 1, an Official Plat, now included in and forming a part of Altoona, Polk County, Iowa.
- B. "Declarant" shall mean and refer to Diamond Development, LLC an Iowa corporation, and its successors or assigns as to all undeveloped lots, that is designated as the successor Declarant in any recorded Assignment of Declarant's Rights under this Declaration.
- C. "Lot" shall mean and refer to Lots 1 through 38, inclusive, within the Plat, and any lots designated by number as lots for occupancy created in any replat of any part of the Plat or any portion thereof.
- D. "Building Lot" shall mean and refer to one or more Lots, or one or more Lots and the portion or portions of adjacent platted Lots in the Plat, used for the construction of one dwelling as herein permitted.
- E. "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 or Building Lot that is a part of the Plat.

- F. "Outbuilding" shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.
- G. "City" shall mean the City of Altoona, Iowa.
- H. "Family" shall mean one or more persons occupying a single dwelling unit provided that unless all members are related by blood, marriage or adoption, no such family shall contain more than six (6) persons.
- I. "Covenants" or "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions for Brookhaven Estates Plat 1, Altoona, Iowa, as filed for record in the Office of the Recorder for Polk County, Iowa, as the same may be amended from time to time by an amendment thereto approved as provided in this Declaration and filed for record in the Office of the Recorder for Polk County, Iowa.

## II. DESIGNATION OF USE.

All Building Lots shall be known and described as residential lots and shall not be improved, used or developed for more than one single family dwelling on each such Building Lot. No full-time or part-time business activity may be conducted on any Building Lot or in any dwelling or structure constructed or maintained on any Building Lot except those activities permitted under the terms of the zoning ordinance of the City.

## III. BUILDING RESTRICTIONS AND REQUIREMENTS.

- A. No building or structure shall be constructed, altered, or maintained on any Building Lot other than one detached single family dwelling with an attached private garage, and such other structures customarily incidental and subordinate to a single family home, unless prohibited or otherwise regulated by these Covenants. Notwithstanding the foregoing, the Declarant and any home builder who purchases a Lot from the Declarant for the purpose of building a home to be sold to its first occupant, may use a home constructed on any Lot for a sales and display office or as a model home, for marketing of its firm, this home, Lots within the Plat, or the sale of other existing or built-to-sit homes, and may have agents and employees located in such sales office or model home.
- B. With the exception of temporary sales offices placed by Declarant or its agents; there shall be no occupancy of temporary structures or partially completed structures. No home or other building shall be moved onto any lot.
- C. The construction of any building or structure on any Building Lot shall be performed utilizing then acceptable construction methods and procedures,

including (but not limited to) on-site “stick-built” construction and/or off-site modular or panelized construction.

D. All dwellings and construction on the Lots shall meet the following:

- (1) One story dwellings must have not less than 1400 square feet of finished floor area.
- (2) One and one-half story dwellings must have not less than 1600 square feet of finished floor area. This also applies to all split level and split entry dwellings.
- (3) Two story dwellings must have not less than 1700 square feet of finished floor area, with a minimum of 850 feet on the ground floor.
- (4) All dwellings shall have at least a two car attached garage. GARAGE SHALL BE LOCATED ON THE SIDE OF THE LOT WITH HIGHER ELEVATION UNLESS APPROVED IN WRITING BY DECLARANT.
- (5) No more than thirty (30) vertical inches of concrete block or poured concrete foundation shall be exposed on any building, excepting the rear of a walkout type residence or of a daylight type residence, and any such exposed materials shall be painted or covered with brick or stone veneer in accordance with these Covenants regarding material and allowable paint colors.
- (6) No factory manufactured, prefabricated, or modular housing shall be permitted unless it conforms with Article III subsections (D) (1) through (D) (4) of these Covenants, as applicable, and with all other provisions of these Covenants, and in addition, shall have (a) a roof pitch of 4.5 or greater with a minimum of one dormer, (b) a minimum of eight foot sidewalls per story, (c) a minimum of a 12 inch wide soffit, (d) a minimum of a 12 inch wide overhang on all gable ends, and (e) a full basement.
- (7) In computation of finished floor area the same shall not include porches, breezeways, attached or built-in garages, or finished basement areas.
- (8) Roof material shall be slate, tile, cedar shakes, or composition shingles. Composition shingles shall be architectural grade with a minimum of a twenty-five year warranty. Shingle colors shall be muted earth tones and be compatible with and complimentary to the

exterior materials and colors. White, white blend, and solid black roof shingles are not acceptable. All flashing and vents shall closely match or blend with the surrounding roof area. All vents and other roof penetrations should be located on the rear elevation wherever possible. Gutters should be part of the fascia detailing. Gutters and downspouts shall closely match the colors of the surfaces to which they are attached.

- (9) Decks attached to a single family dwelling must be built from cedar, redwood, treated lumber, composite decking material, or other products approved by Declarant. Unpainted wood decks are not acceptable as front entry porches. Front entry porches should be designed as an integral, yet dominant feature that invites entrance into the dwelling. Columns supporting porch roofs should be massive in scale (minimum 6" x 6"). Built up box columns or tapered round columns are encouraged. Handrails shall match the architectural style of the home. All steps to front porches must be cast in place concrete. No wood steps or precast concrete steps to front porches are permitted.
  - (10) The finished grades for single family dwellings shall be established to permit positive drainage away from such dwelling and shall conform to the as built grades on file with the City, unless changes to such as built grades are approved by the City.
  - (11) No house shall be erected on any Lot outside of the building setback lines as shown on the recorded Plat, unless approved by the City.
- E. No Lot shall be subdivided so as to be reduced in size to be less than the greater of (a) the minimum lot size required under the applicable zoning ordinance of the City, or (b) 95% of the original platted Lot, unless all portions of such subdivided Lot are added to and made part of an adjacent Building Lot.
- F. All structures built in the plat shall blend in with the terrain, rather than contrast with it.
- G. The use of natural materials is encouraged, i.e. stained wood, stone, brick, as well as soft earth tone colors. No house shall be painted in bright colors (for example, and not by way of limitation, orange, purple, mint green, bright blue or other colors that cannot be characterized as earth tone).
- H. No fences shall be built forward of the centering line of the house built on a Lot or Building Lot. Rear yard fencing is discouraged. There shall be no fencing or other obstructions on any conservancy district easement or overland flowage easement or other easement, unless allowed by in writing by all municipalities, persons, or other entities to whom the benefit of such easement runs. All fences shall be black

chain link, or vinyl that is natural in color, or wood that is stained or painted in soft earth tone colors so as to blend in with the terrain, and not more than six feet in height. The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fence framing. All fences shall be kept in good repair and attractive appearance.

- IV. 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 Final Plat of Brookhaven Estates Plat 1 without the prior consent of the City of Altoona 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 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.
- I. No satellite dish or parabolic device used to receive television signals from satellites shall be located on any Lot unless it meets the following requirements:
  - (1) It shall not be mounted on a trailer or other temporary or portable device, but shall be permanently installed pursuant to this Declaration;
  - (2) If at all possible, it shall be located so that no part of the dish is in front of the home it serves;
  - (3) It shall not exceed two feet in diameter;
  - (4) It shall be black or gray in color or, to the extent technically feasible, be painted to match the color of the home it serves; and
  - (5) It shall be appropriately landscaped and screened with shrubs, bushes or appropriate fencing.
- J. No exterior towers or antennas of any kind shall be constructed or permitted on the ground of any Lot or Building Lot. Reasonable television or radio antennas are permitted on the residential dwelling or garage.
- K. No light poles shall be used or placed upon any Lot or Building Lot that extend more than 10 feet above grade, except for those used to light tennis courts. All light poles shall be of residential design. All light poles, external security lighting and external decorative lighting shall be located, positioned and directed so that the light shines on the Lot or Building Lot on which the light is constructed and does not provide direct lighting onto adjoining Lots and does not constitute a nuisance to any adjoining property Owner.
- L. All utility connection facilities and services shall be underground. Utility meters shall be hidden architecturally or through the use of remote reading devices. No individual water supply system or individual sewage system shall be permitted on any Lot or Building Lot. No window mounted heating or air conditioning units are permitted.

- M. Playhouses, pool houses, utility buildings, storage sheds, or other similar Outbuilding structures shall be permitted provided that the exterior and roof of any such structure shall be constructed of the same material, color, and appearance as the residential dwelling on the Lot and is located entirely within the rear area of the Lot and behind the residential dwelling. The same shall also be in compliance with any City of Altoona or other applicable codes or regulations.
- N. No trash receptacles or garbage cans shall be permitted to be placed on a Lot outside a dwelling, garage or Outbuilding unless hidden by an attractive screen or landscaping of suitable height and density and shall not be located closer than twenty (20) feet from any Lot or Building Lot line. However, unscreened trash in proper containers and/or bags shall be allowed to be placed on a Lot outside a dwelling, garage or Outbuilding at the place designate for trash pickup no earlier than the evening 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 the scheduled pick up of such trash. Firewood shall not be stored on the front or side of a house. Stacked firewood in excess of four (4) feet long by three (3) feet high shall be adequately screened from view and must be stacked in the rear yard and at least twenty (20) feet from any side or rear lot line. No material of any kind whatsoever may be stored in the front yard or side yard of a house, except that garden houses may be stored in a side yard adjacent to an outside faucet if neatly coiled or contained on a hose reel, and no material may be stored in a rear yard unless appropriately covered or screened from view by neighbors. No clotheslines shall be permitted. No clothing, rugs, or other items shall be hung on or from any railing, landscaping or window.
- O. Hot tubs and below-ground swimming pools are allowed provided that any hot tubs that are not below ground are skirted in stained, treated, or painted wood or other materials approved in writing by Declarant and such skirting material and finish is kept in good condition and repair. All swimming pools and hot tubs shall be located only in rear yards and screened by a privacy fence or hedge, and all outdoor hot tubs must be fully located within ten (10) feet of the dwelling. No above-ground swimming pools are allowed.
- P. No foil or other reflective materials visible from outside the house shall be used on any windows or on any sunscreens, blinds, shades or for any other purpose.
- Q. All buildings, structures or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.
- R. Animal runs, animal houses and animal shelters shall not be permitted unless they are located at the rear of the house or garage and extended toward the rear of the lot from that portion of the house or garage which is closest to the rear lot line. All animal houses, animal runs and animal shelters shall be screened with landscaping

so that they are not visible to neighbors or from the street. All animal houses shall have the same external appearance, color and roof material as the home situated on the lot. No animal house, animal shelter or animal run shall exceed twenty sq. feet ( 20 sq. ft.) in area. No animal house, animal shelter or animal run shall be located within twenty feet (20') of any lot line.

IV. **REVIEW OF BUILDING AND SITE PLANS.**

No building or structure, nor any addition or alteration thereof, shall be constructed or substantially altered on any Building Lot unless and until a design plan and a site plan (collectively the "Plans") have been submitted to and approved by Declarant. The Plans shall contain details of design, color scheme, elevation, site grade, landscaping, fencing, roofing, sidewalks, driveways and other similar matters. The Plans shall also state the type of construction, including external details and materials. Declarant shall, within thirty (30) days from the date of submittal of the Plans, deliver to the Owner written approval or rejection of, or required changes to, the Plans. The intent of this provision is to insure that buildings and structures are developed in reasonable harmony within the Plat and that the covenants, restrictions and conditions contained herein are met in connection with such development. Declarant may terminate the requirements of this provision at any time, in its sole and absolute discretion, by recording notice of such termination. The requirements of this provision shall terminate once all Lots or Building Lots have a completed and occupied single family home located thereon.

V. **DRIVEWAYS.**

All dwellings shall have a portland cement concrete driveway not less than 18 feet in width and running from the city street to the garage. All driveways shall provide off street parking for at least two vehicles outside of the garage.

VI. **TEMPORARY OR MODULAR STRUCTURES; RECREATIONAL VEHICLES AND WORK EQUIPMENT.**

No temporary, manufactured, or modular building or structure shall be built or maintained on any Lot unless conforming with Article III Section D subsection 6 hereof. All homes, Outbuildings, and structures shall otherwise be built on-site; no home or other building shall be moved onto any Lot from outside Brookhaven Estates Plat 1. No camper, motor home, watercraft, boat, trailer, unfinished dwelling basement, tent, shack, garage, or Outbuilding shall be used at any time as a dwelling.

No vehicle with a gross vehicle weight greater than 7,000 pounds, and no camper, motor home, watercraft, boat, snowmobile, trailer, work van, work truck or mechanical equipment or similar property (hereafter referred to as "Recreational Vehicles and Work Equipment") may be parked or maintained on any Lot (except inside a garage) or on the public street, for more than thirty (30) consecutive days at any time or for more than thirty (30) days in aggregate during any calendar year, unless the same is located within a garage or unless the same is parked in a side yard on a concrete driveway extension and completely screened from view at ground level from other Lots



