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PATRICK F GILL, AUDITOR AND RECORDER
WOODBURY COUNTY IOWA *en*

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**DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
SETTLER'S POINT SECOND ADDITION TO THE CITY OF
SERGEANT BLUFF, WOODBURY COUNTY, IOWA**

Settler's Point, L.L.C., an Iowa limited liability company, as the developer and proprietor of the following described real estate situated in the County of Woodbury and State of Iowa:

Settler's Point Second Addition to the City of Sergeant Bluff, Woodbury County, Iowa, which includes the following: Lots 1 through 81, inclusive, Settler's Point Second Addition to the City of Sergeant Bluff, Woodbury County, Iowa, which shall hereinafter be referred to as "Subdivision",

does hereby impose and charge the Subdivision with the covenants, agreements, easements, restrictions, conditions, and charges hereinafter set forth, hereby specifying that all of said Declaration shall constitute covenants to run with the land and shall be binding on all parties having any right, title, or interest in the Subdivision or any portion of the Subdivision, their heirs, successors, assigns, and all persons claiming under them, said Declaration being intended to inure to the benefit of each owner of the Subdivision or any portion thereof and, further, said restrictions and covenants being designed to keep said Subdivision uniform and to insure the highest and best residential

use of said Subdivision. This Declaration will help protect the value and desirability of the real estate.

This Declaration is intended to supplement, rather than replace, applicable city and county zoning regulations. In addition to complying with this Declaration, the owners of the lots must also comply with applicable zoning regulations to the extent those regulations are more restrictive than this Declaration.

ARTICLE ONE LAND USE AND BUILDING TYPE

1. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height. If grantee purchases two contiguous lots, grantee may, at grantee's election, erect only one single family dwelling centered on the two-lot parcel provided that the dwelling is erected upon part of each contiguous lot and is otherwise in conformance with these covenants. No commercial activity is allowed in or about any dwelling. No time sharing of any residence shall be allowed. Such dwelling may have an attached, minimum 2-car garage. Furthermore, no lots shall be further subdivided, except by revision or modification of these covenants in accordance with Article Eleven herein.

2. Within twenty-four (24) months from the date any grantee acquires title to an unimproved lot in this Subdivision from Settler's Point, L.L.C., the grantee or his or her heirs or assigns shall have commenced construction of a residence on the lot. Within thirty (30) months from the date any grantee acquires title to such lot, the grantee or his or her heirs or assigns shall have completed the exterior of the structure and the landscaping. If construction of a residence has not commenced on any lot within twenty-four (24) months or the exterior of the structure and the landscaping are not completed within thirty (30) months from the date Settler's Point, L.L.C. conveyed title to the unimproved lot, Settler's Point, L.L.C., its successors and assigns, shall have the right and privilege of repurchasing the lot at a price equal to ninety percent (90%) of the price paid to Settler's Point, L.L.C., for the lot.

3. Settler's Point, L.L.C. shall also have a right of first refusal to repurchase any lots not constructed upon which the original purchaser desires to sell. The repurchase price shall be the original sales price paid to Settler's Point, L.L.C. Settler's Point, L.L.C. shall have 30 days from the date it receives written notice to exercise this right of first refusal. The failure of Settler's Point, L.L.C. to exercise this right to buy within said time period shall nullify and void this right and the original purchaser shall be at liberty to sell the lot to the original offeror.

ARTICLE TWO DWELLING REQUIREMENTS

1. All residential construction shall include the following minimum square footage of living area, exclusive of porches, breeze ways, basements, patios, and garages, as follows:
 - (a) Each lot shall have a minimum of one thousand three hundred fifty (1,350) square feet with the exception of Lots 27 through 41, inclusive, which shall have a minimum of one thousand two hundred (1,200) square feet.
 - (b) Two-story structures shall have a minimum of one thousand two hundred (1,200) square feet on the first floor.
 - (c) Split foyers may be allowed on Lots 27 through 41, inclusive, and shall have a minimum of one thousand two hundred (1,200) square feet on the upper floor and one thousand (1,000) square feet on the lower floor.
 - (d) All homes must have a minimum of a two (2)-car attached garage.
2. All homes are to be above ground and basements are required on all homes, except as provided herein.
3. All residential construction shall have a block foundation or poured wall foundation, the top of which shall be at least two (2) feet above the back of the curb on the front lot line.
 - (a) Slab homes will be permitted with a minimum square footage of one thousand six hundred fifty (1,650) square feet and the same elevations as in this Paragraph 3.
4. No modular home or mobile home or manufactured home shall be allowed.
5. No dwellings or garages of any kind shall be moved onto the lot or lots.
6. No earthen homes, earth shelter houses and dwellings, houses surrounded by berms and underground houses shall be allowed.
7. Each owner of a lot or lots shall construct or cause to be constructed, at the time of the construction of a dwelling, a concrete sidewalk four (4) feet in width extending across the entire lot or lots.

8. No more than one outbuilding will be permitted on each lot and it shall not exceed one thousand (1,000) square feet and the architectural design of the outbuilding shall conform to the design of the dwelling on the lot.

9. Outdoor lights, whether garage, yard, or otherwise shall be so shielded so as not to create a glare on any other lot.

10. All waters from the roofs of each dwelling shall be discharged into the street or front or rear yards of the lot or lots and shall not be discharged so as to flow upon or across the land of any other lot owner except as provided for on the final plat.

11. All fences shall be maintained as wooden, vinyl, or chainlink, and no wire or barbed wire, or any other type of metal fence shall be constructed.

12. No satellite dish in excess of 37.37 inches in diameter will be permitted in this Subdivision. Radio and television antennae may be constructed on the lot or lots, but their height is restricted to no more than fifteen (15) feet above the highest point of the roof.

13. All mailboxes shall conform to the postal requirements as provided by the United States Postal Service in terms of height, size of box and distance from the street.

14. No solar collectors or window air conditioners are permitted.

ARTICLE THREE BUILDING LOCATION

1. No building shall be located nearer than thirty (30) feet to the lot line, nor nearer than 7.5 feet to any interior lot line, nor nearer than twenty-five (25) feet to any rear lot line. However, if grantee purchases two contiguous lots, the interior lot line set back requirements, as between the two contiguous lots, shall not apply if grantee erects a single family dwelling centered upon the contiguous two-lot parcel.

2. The total structure including the garage shall be centered on the lot as measured from the side lot lines. However, if grantee purchases two contiguous lots and erects a single family dwelling upon part of each contiguous lot, the total structure including the garage shall be centered on the contiguous two-lot parcel as measured from the side lot lines of each contiguous parcel.

3. For the purpose of this Declaration, eaves and steps shall not be considered as part of a building. However, this shall not be construed to permit any portion of eaves or steps on a lot to encroach upon another lot.

ARTICLE FOUR EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structures, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public utility company is responsible.

ARTICLE FIVE NUISANCES

1. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
2. No permanent on street parking shall be allowed. When possible, motor vehicles shall be parked in garages and in driveways at all times.
3. The owner of each lot shall keep the lot free from weeds and debris whether the lot is improved or unimproved.

ARTICLE SIX TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence either temporarily or permanently.

ARTICLE SEVEN SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

ARTICLE EIGHT LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lots, except that dogs, cats, or other domestic household pets may be kept, provided

they are not kept, bred or maintained for any commercial purposes. A total of two (2) animals will be allowed on any one lot.

ARTICLE NINE GARBAGE AND REFUSE DISPOSAL

1. No part of the individual lots or boulevards shall be used at any time for the storage or abandonment of junked vehicles of any kind (e.g. automobiles or trucks), trailers of any kind, or other motor equipment.

2. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Garbage, rubbish and trash shall not be kept on said premises except in sanitary containers. All incinerators or other equipment used or kept for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE TEN TERM

These covenants shall run with the land and be binding on all parties and all persons claiming by, through or under them and shall inure to the benefit of and be enforceable by the owner of any real estate situated in this Subdivision and their respective legal representatives, successors and assigns. Expiration and extension of these covenants shall be governed by Iowa Code Sections 614.24-614.28, as amended.

ARTICLE ELEVEN AMENDMENTS, REVISIONS AND MODIFICATIONS

Any of the covenants, conditions, restrictions and easements herein contained may be amended, revised or modified by the affirmative vote of a majority of all the owners of said lots at a special meeting called for that purpose held at a reasonably convenient time and place not less than ten (10) days after written notice of such meeting and its purpose is delivered to the owners or mailed to said owners at their last known address. The notice of said special meeting required herein shall contain a written statement of the protective covenants, restrictions or easements proposed for amendment, revision or modification and the proposed amendment, revision or modification thereof. Each owner shall have one vote for each lot owned by him or her. When more than one person holds an interest in any lot, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. In lieu of casting a vote at such meeting, any owner of any of said lots may indicate his or her approval of any such proposed amendment, revision or modification by submitting written approval thereof to the person or persons proposing the revision or modification or their representative prior to said meeting. Consent of third parties such as mortgagees, tenants, or lienholders, to such amendments, revisions or modifications, shall not be required. The written consent of

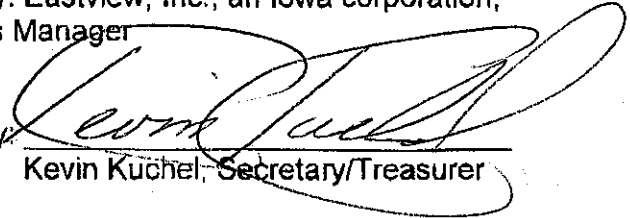
any easement holder or beneficiary shall be required if the amendment adversely affects rights created under the easement.

**ARTICLE TWELVE
ENFORCEMENT**

It there shall be a violation or attempt to violate any of these protective covenants, restrictions, or easements, any person or persons owning any real estate situated in this Subdivision may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, restriction, or easement, and either prevent him, her or them from so doing or to recover damages for such violation.

This Declaration of Covenants, Conditions, Restrictions and Easements has been signed on this 14th day of February, 2008.

Settler's Point, L.L.C.,
an Iowa limited liability company
By: Eastview, Inc., an Iowa corporation,
Its Manager


By: 
Kevin Kuchel, Secretary/Treasurer

STATE OF IOWA

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:SS

COUNTY OF WOODBURY

On this 14th day of February, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Kevin Kuchel, to me personally known, who being by me duly sworn did say that that person is the Secretary/Treasurer of Eastview, Inc., Manager of said Settler's Point, L.L.C., an Iowa limited liability company, that no seal has been procured by the said Settler's Point, L.L.C., an Iowa limited liability company, and that said instrument was signed on behalf of the said Settler's Point, L.L.C., an Iowa limited liability company, by authority of its Managers and the said Kevin Kuchel, Secretary/Treasurer of Eastview, Inc., Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said Settler's Point, L.L.C., an Iowa limited liability company by it voluntarily executed.



Notary Public in and for said State

