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Daneen Schindler RECORDER
BK: 2022 PG: 1500

**RESTRICTIVE COVENANTS FOR
LAKE POINTE ESTATES SECOND SUBDIVISION**

Recorder's Cover Sheet

Preparer Information: Brian C. Eddy of Roberts & Eddy, P.C., 2349 Jamestown Ave, Suite 4, Independence, IA 50644, Phone: (319) 334-3704

Taxpayer Information: DM Cove, LLC, 1197 Candle Rd., Manchester, IA 52057

Return Document To: Brian C. Eddy of Roberts & Eddy, P.C., 2349 Jamestown Ave, Suite 4, Independence, IA 50644

Grantor: DM Cove, LLC

Grantee: Lake Pointe Estates Second Subdivision

Legal Description: See Page 2.

Related Document: _____

**DECLARATION OF RESTRICTIVE COVENANTS FOR
LAKE POINTE ESTATES SECOND SUBDIVISION**

RE: **Lake Pointe Estates Second Subdivision, A Subdivision of Lot B of Lake Pointe Estates, part of the NE ¼ of the SE ¼ and part of the NW ¼ of the SE ¼, Section 30, T88N, R4W, of the 5th Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2022, Page 1401.**

The undersigned, DM Cove, LLC, an Iowa limited liability company (hereafter "Developer") is the owner in fee simple of all of the real estate described as Lake Pointe Estates Second Subdivision to the City of Delhi, Delaware County, Iowa (hereafter "Subdivision"), in order to establish and maintain the character of each lot in said Subdivision, DM Cove, LLC does hereby covenant and agree with the persons who may hereafter purchase any of said lots, or who may hereafter own said lots, or any one or several of said lots, or any right, title, or interest therein of any nature whatsoever, regardless of the manner by which such ownership or interest was acquired, that the use of all of the lots in Lake Pointe Estates is subject to the following restrictive covenants, all of which are to be construed as restrictive covenants running with the title to such lots and each and every portion thereof, to-wit:

1. General Purposes of Declaration. The Subdivision is subject to the covenants to insure the tasteful and consistent development of the Subdivision; to protect each lot owner from improper use of surrounding lots that may depreciate the value of their lot; to guard against the erection of buildings improperly designed or built of unsuitable materials; to ensure adequate and reasonable development of the Subdivision; to encourage the erection of buildings and attractive improvements in the Subdivision with appropriate locations; to prevent haphazard and inharmonious improvements; to secure and maintain proper set-backs from streets and adequate free spaces between structures; to insure desired high standards of maintenance; and to, in general, to provide adequately for a residential subdivision of high quality and character.

2. Application. These restrictive covenants shall apply to all lots within the Subdivision.

3. Land Use and Building Type. All lots in the Subdivision shall be used for private residence purposes only and no building, except as specifically authorized elsewhere in this Declaration, shall be erected, re-erected or maintained on a lot except one dwelling erected for occupancy by one family, and an attached private garage containing no less than two (2) parking spaces for the sole use of the owners or occupants of the dwelling. An accessory building or structure may be erected on the lot, which must be incidental to the use of the primary building and such subordinate building shall not be used as a residence. All dwellings, accessory buildings, and structures shall be erected in such manner and location as provided in this Declaration and as approved in writing by the Developer prior to commencement of construction pursuant to this Declaration. No dwelling, accessory building, or structure shall be used for business purposes, such as home-based businesses. No "shouse" (combination of shed and house) shall be built on any lot. A "shouse" is defined as a structure that outwardly resembles a shed (typically having a roll-formed steel-sheet exterior or tin siding) that is primarily used as a dwelling.

4. Dwelling Quality and Size. All dwellings, accessory buildings, and structures in the Subdivision shall be of high-quality design, workmanship and materials approved by the Developer. No lots shall be improved with a modular, factory-built or pre-fabricated dwelling or any sort. All dwellings shall be built on-site. All dwellings shall be constructed in accordance with applicable governmental building codes, except where more restrictive standards are required herein. The floor area of the dwelling, exclusive of basements, attached garages, open terraces, and breezeways shall be as follows: for a one-story dwelling, not less than 1,500 square feet on the first floor; for multi-floor/multi-level dwellings, not less than 1,200 square feet on the main floor. No dwelling shall be erected, altered, or placed on a lot which is more than two and one-half stories. No basement dwellings are allowed.

5. Setback Requirements. All dwellings shall be located no nearer than twenty (20) feet to the front lot line and no nearer than fifteen (15) feet to any side lot line. For purposes of this paragraph, the front lot line shall be considered the portion of the lot closest to the main road that runs through Lake Point Estates. On lots that do not abut on the main road, then the front line shall be considered the portion of the lot closest to the roadway serving that lot. If the location and terrain of a particular lot is such that these set back limits are not practical, then a purchaser of a lot may make application for a variance in whole or in part. The location of any accessory buildings or structures shall be reviewed and approved by the Developer on a case-by-case basis.

6. Driveways. Access driveways and other paved areas for vehicular use on a lot shall have a base of compacted gravel, crushed stone, or other base material approved by the Developer and shall have a wearing surface of asphalt, concrete or other permanent hard-surface material. Gravel driveways are prohibited. Driveways shall be paved to the roadway, and each lot owner shall be responsible for maintaining and repairing that portion of their driveway that may lie on any easement area.

7. Completion of Construction. Any construction undertaken on any lot shall be continued with diligence toward the completion thereof and construction of any dwelling shall be completed, including the driveway, within three (3) years from the date of lot purchase, except that period may be extended for a reasonable time by reason of act of god, labor, disputes, or other matters beyond the owner's control.

8. Utility and Drainage Easements. Except for driveways of each lot owner, no building, accessory building, or structure, including fencing, driveway, paving, or planting shall be erected upon any part of the lot which will interfere with the use of easements provided for utilities and drainage as shown on the recorded plat of the Subdivision.

9. Water/Sewage Disposal. Each purchaser of a lot or lots in the Subdivision shall be responsible for the source of water and for appropriate sewage disposal, which shall comply in all respects with all applicable laws, rules and regulations of the county, state, and federal government. The Developer shall have no responsibility for furnishing water or sewage disposal to the purchaser of any lot in the Subdivision.

10. Other restrictions. The following restrictions apply to all lots in the Subdivision:

- a. Privacy fences on the side lot lines must be approved by the Developer (or the Association if less than 30% of the Lots are owned by the Developer at the time of the request) prior to construction. Any fences allowed shall be no taller than six feet.
- b. Exterior antennas are not permitted. Small satellite or Direct TV discs are permitted but cannot exceed 18 inches in diameter.
- c. No trailer, boat, camper (including a pickup with camper attached), or any other type of recreational vehicle (whether capable of moving under its own power or not), shall be permitted to be parked outside for a period at any one time exceeding two weeks, or stored outside in the front or side yards of any residential lot.
- d. No inoperable, dismantled, or wrecked motor vehicles, trailers, automobiles, campers, boats, snowmobiles, or any other vehicles or machinery or parts thereof, including scrap metals or other scrap materials, shall be permitted to be upon or remain upon any lot in the Subdivision at any time.
- e. No noxious or offensive trade or activity shall be engaged in or upon any lot, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the neighborhood in general.
- f. No animals shall be kept or maintained on lot in the Addition except dogs, cats, and other domesticated animals typically kept in or about a household. Pets shall be allowed to run at large, but must be kept on owner's property and under control at all times. Any pets off of the owner's property shall be restrained on a leash or held, or be securely restrained in a vehicle. Pets must be kept quiet and orderly so as not to disturb the peaceful enjoyment of the other lot owners. No more than five (5) pets are allowed per Lot, unless waiver is granted by the Association.
- g. All property owners shall maintain the exterior of their homes in a neat and sightly manner, including mowing and removing weeds from the lot as practical.
- h. All utility pipes, wires, conduits, and cables including cable television, shall be underground.

11. Temporary Structures. No trailer, camping vehicle, mobile home, basement, incomplete building or structure or any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling shall be on the same lot as the dwelling, and such buildings or structures shall be removed promptly upon the completion of construction.

12. Architectural Controls by Developer. It is understood and agreed that the purpose of architectural controls is to secure an attractive, harmonious residential development having continuing appeal. No construction of a building, accessory building, fence, or other structure shall be commenced, nor shall any Subdivision, change, or alteration be made (except for interior alternations), until the construction plans and specifications, showing the nature, kind, shape, height, materials, color scheme, and proposed location on the lot, together with the grading plan and landscape plan for the proposed improvement, have been submitted to and approved in writing by the Developer. The Developer retains the right, in its absolute discretion, to refuse any such construction plans and specifications, location, grading plan or landscape plan, which are not suitable or desirable, in the opinion of the Developer, for aesthetic or other reasons; and in so passing upon such construction plan and specifications, location, grading plan or landscape plan, the Developer shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of the building or other structures on the compatibility with adjacent or neighboring properties. A report in writing setting forth the decisions of the Developer and its reasons shall be transmitted to the applicant by the Developer within thirty (30) days after the date of filing the plans, specifications and other material by the applicant. Lot owners are encouraged to submit preliminary sketches for "informal comment" prior to the submittal of architectural drawings and specifications for full review. In the event (a) the Developer fails to approve or disapprove within thirty days after submission of the final plans or (b) no suit to enjoin construction has been filed within thirty (30) days after commencement of such construction, approval shall not be required and the related requirements of this paragraph shall be deemed to have been met.

13. Owners' Association. Each owner of a lot in Lake Pointe Estates shall become a member of the Lake Pointe Estates Homeowners' Association hereinafter referred to as "Association." Said Association shall develop rules and regulations, and have regular meetings, in which all matters affecting Lake Pointe Estates shall be discussed and resolved. Information pertaining to the voting rights of lot owners and dues can be found in the Association's Bylaws.

14. Subdivision. No Lots within the Subdivision shall be subdivided.

15. Variance or Waiver of Restrictions. As long as the Developer continues to own at 30% or more of the lots in the Subdivision, the Developer is granted the right to enter into agreements with the owner of any lot or lots (without the consent of other lots or adjoining property) to deviate from any or all of the restrictive covenants, provided there are practical difficulties or particular hardships evidenced by the owner desiring such deviation, and any such deviation shall not constitute a waiver of any other covenant nor shall it constitute a waiver of the particular covenant involved as to the remaining property in the Subdivision. If the Developer owns less than 30% of the lots in the Subdivision, variances or waivers of these restrictive covenants must be approved by seventy-five (75%) vote of the members of the Association.

16. Rentals. No Lot shall be rented, unless approved by the Association.

17. Amendment to Restrictive Covenants. These restrictive covenants may be amended by a seventy-five (75%) vote of the members of the Association.

18. Violation of Restrictive Covenants. The Developer, its successors or assigns and

