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County Recording Fee: \$42.00
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Combined Fee: \$45.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2024 PG: 2225

Prepared by/Return to: Todd J. Locher, Locher & Davis PLC, Box 7, Farley, IA 52046 563-744-3359

DECLARATION OF RESTRICTIVE COVENANTS

The undersigned, LAKEVIEW ESTATES LLC, (hereinafter "Developer") being the owner and developer of the following described real property:

Lots 1 Through 21 of Lake View Estates in the City of Dyersville, Iowa, according to the plat recorded in Book 2024, Page 2147 of the records of Delaware County, Iowa.

hereby make the following declarations as to limitations, restrictions and uses to which the above described real property as described herein may be put, hereby specifying that said declarations shall constitute covenants to run with all of the said real estate, successors and assignees of all parties and all persons claiming under them and for the benefit and limitation upon all future owners of the above described real estate.

ARTICLE I – DECLARATION PURPOSES

SECTION 1. General purposes. The Developer is the owner of certain real property located in Delaware County, Iowa, and desires to create thereon a planned community development. The Developer desires to provide for the preservation of the values and amenities in said planned community development and to this end desires to subject the real property described herein to the covenants, restrictions, easements, and charges hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

SECTION 2. Declaration. To further the general purposes herein expressed, the Developer, for themselves, their successors and assigns, hereby declares that the real property above described as "existing properties" whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, and charges (sometimes referred to as "covenants and restrictions") hereinafter set forth. The provisions of this Declaration are intended to create mutual equitable servitude upon each lot becoming subject to this Declaration in favor of each and all other such lots; to create privity of contract and estate between the grantees of such lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all such lots becoming subject to this Declaration, and the respective owners of such lots, present and future.

ARTICLE II – DEFINITIONS

SECTION 1. The following words and terms, when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Existing Properties" or "The Properties" shall mean and refer to the real estate described above.

(b) "Lot" shall mean any plot of land described by a number upon any recorded subdivision map of the Properties.

(c) "Living Unit" shall mean and refer to any portion of a structure situated upon the properties designed for occupancy by a single family.

(d) "Owner" shall mean the record owner, (whether one or more persons or entities), of a fee or undivided fee interest including contract purchasers of any lot or living unit, situated upon the properties but shall not include any such person or entity who holds such interest merely as security for the performance of an obligation.

(e) "Dwelling Lot" shall mean any lot intended for improvement with a dwelling.

(f) "Dwelling" shall mean any building located on a Dwelling Lot and intended for the shelter and housing of a single family.

(g) "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a Dwelling.

(h) "Story" shall mean that portion of a Dwelling included between the surface of any floor and the surface of a floor next above, or if there is no floor above, the space between the floor and the ceiling next above.

(i) "Living Area" shall mean that portion of a Dwelling which is enclosed and customarily used for Dwelling purposes and having not less than eight (8) feet headroom, but shall not include open porches, open terraces, breezeways, attached garages or carports.

(j) "Developer" shall mean LakeView Estates LLC.

(k) "Structure" shall mean any building or other improvement erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising device, attached or projecting, shall be construed to be a separate Structure.

(l) "Committee" shall mean the Architectural Review Committee.

(m) "Contract Purchaser" shall mean any person or entity that purchases a lot by way of installment sales contract.

(n) "Installment Sales Contract" shall mean an agreement made by the record owner of any lot to sell such lot to one or more purchasers by means of a series of installment payments from such purchaser and the delivery of a deed to such lot, to such purchaser, after all such installment payments have been made.

(o) "Lakeshore, waterfront, or rear" shall mean property which directly borders the water, pond, or lake of LakeView Estates or LakeView Property Owners Association member

(p) "Non-lakeshore, waterfront, or rear" shall mean property which is within LakeView Estates, but does not directly border the water, pond, or lake within or surrounding LakeView Estates

(q) "Membership or Member in Good Standing" shall mean a member of the LakeView Property Owners Association that is in good standing and has paid all assessments and/or fees established by the Association and has abided by all rules and regulations adopted by the Board.

(r) "Common Property" shall mean any real property, improvement, or equipment to which LakeView Property Owners Association members govern, regard, and maintain for the use of its members. Each member and family of the LakeView Property Owners Association is entitled to use and enjoy all Common Areas provided that they are members in good standing.

ARTICLE III - ARCHITECTURAL REVIEW PROCESS

SECTION 1. Objectives. Developer's objectives are to carry out the general purposes expressed in this Declaration; and to assure that any improvements or changes in properties will be of good and attractive design and in harmony with the natural beauty of the area; and to assure that materials and workmanship of all improvements are of high quality and comparable to other improvements in the area. To achieve these goals, an "Architectural Review Committee" shall be established to approve all plans prior to construction. The Architectural Review Committee shall be the Developer unless this duty is assigned as set forth in Section 5 of this Article.

SECTION 2. Architectural. To achieve Developer's objectives, the Developer shall have the power to administer this Declaration with regard to approving or disapproving those matters which are expressed herein to be within the jurisdiction of the Developer.

SECTION 3. Matters Requiring Approval. Prior written approval shall be obtained from the Developer with respect to all matters stated in this Declaration as requiring such approval. In addition thereto, no building, fence, wall, driveway access, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, elevations, heights, materials, color, location, grade, and proposed lawn and landscaping have been submitted to and approved in writing by the Architectural Review Committee.

SECTION 4. Procedure. Whenever approval is required of the Developer, appropriate plans and specifications shall be submitted to the Developer. The Developer shall either approve or disapprove such design, location, proposed construction and clearing activities within thirty (30) days after said plans and specifications have been submitted to it: except that, if such plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The Developer may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld for capricious or unreasonable reasons. If such plans and specifications are not approved or disapproved within thirty (30) days after submission, approval will not be required and this Article will be deemed fully complied with.

SECTION 5. Assignability. The function of the Developer under this Architectural Review Process may be assignable at the option of the Developer to three (3) or more owners of lots located within the development described herein.

ARTICLE IV – GENERAL RESTRICTIONS

SECTION 1. Subdivision of Lots. No lot shall be subdivided or re-subdivided to make smaller dwelling lots without prior approval from the Association; provided however, this restriction shall not prevent a purchaser of two or more contiguous lots from building one dwelling on more than one adjoining platted lots or two dwellings on three or more adjoining lots as shown on the subdivision plat.

SECTION 2. Structural Restrictions. No structure shall be erected or permitted exceeding three stories in height. A dwelling erected on a lot or lots of this subdivision as herein provided shall have a ground floor square foot area, exclusive of open porches and/or garages, of not less than one thousand six hundred (1600) square feet the first floor for single-story homes, no less than one thousand seven hundred (1700) square feet in the case of a 1 ½ or 2 story home, with no less than one thousand three hundred (1300) square feet on the main floor. (excluding basement or walkout levels). Any multi-family building shall be no less than one thousand five hundred (1500) square feet per unit.

- (a) A garage of a minimum twenty-four (24) feet in width shall be required.
- (b) Roof line pitch may not be less than 5/12
- (c) No walkout structures shall be allowed on Lots 10 through 17

SECTION 3. Quality of Structure. It is the intention an purpose of these covenants and restrictions to insure that all structures shall be of a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area and the other structures within the development. All structures and improvements shall be approved by the Developer prior to building. All structures shall be built in accordance with applicable government building codes. All structures shall be custom built. Custom built is further defined to exclude any modular, component, manufactured, prefabricated, or any type of nonconventional built home such as dome house, or earth home. All dwellings shall present their most attractive fronts to the street in the subdivision upon which the lot abuts. For those properties that are lakeside, an attractive lakeside view is also advised.

The following restrictions concerning building materials must be observed:

- (a) A minimum of 60% of the square footage of the front of the dwelling (after accounting for doors and windows) must be finished in brick, stone or masonry with a minimum of two-foot returns on each side of the structure. Any non-conforming design must be approved by the Developer.
- (b) All ready-mix concrete used in the Development shall be purchased from BARD Materials for a period of 20 years beginning January 1, 2024 and continuing until January 1, 2044.

SECTION 4. Location of Structures on Lot. No building shall be erected on any residential lot nearer than 30 feet to the front lot line and nearer than 10 feet to any side lot line. On corner lots, no building shall be erected nearer than 15 feet to the side street line. For purposes of this paragraph, all measurements shall be taken from that portion of the structure nearest the property line in question.

SECTION 5. Nuisances. No noxious or offensive activity shall be carried on in or upon any premises. No plants or seeds or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

SECTION 6. Temporary Structures. No trailer, mobile home, recreational vehicle, tent, shack or other structure, except as otherwise permitted herein or in the applicable Supplemental Declaration, and no temporary building structure of any kind shall be used for a residence, either temporary or permanent. Temporary structures used during the construction of a structure shall be on the same lot as the structure and such temporary structures shall be removed upon completion of construction.

SECTION 7. Completion of Construction. Any construction undertaken on any lot shall be continued with diligence toward completion thereof and construction of any Dwelling shall be completed within one year from commencement of construction, except that such period may be extended for a reasonable time by reason of act of God, labor disputes or other matters beyond owner's control. Seeding, sodding, grading, and general landscaping shall be completed within twelve (12) months from the commencement of excavation on the lot. Soil erosion shall be kept to a minimum and within the limits as provided by law. The Developer shall have the right to complete any construction not completed within such time and to (a) recover the costs of same from the Owner; and (b) place a lien on the lot in the amount of such costs.

SECTION 8. Maintenance of Lots. All lots, whether occupied or unoccupied, and any improvements placed thereon, at all times shall be maintained in such a manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. If not so maintained, the Developer shall have the right, through its agents and employees to do so, the cost of which shall be added to and become a part of the annual assessment with respect to such lot. Neither the Lot Owner nor any of its agents, employees, or contractors shall be liable for trespass or any damage which may result from such work.

SECTION 9. Lot Appearance. No owner shall accumulate on his Lot junked vehicles, litter, refuse, or other unsightly materials. Garbage shall not be allowed to accumulate for more than one week and must be kept in adequate sanitary containers. All lots shall have sufficient off-street garage space. Vehicles should first be parked in a garage before excess automobiles will be permitted in driveways. Habitual parking on roadways is prohibited. No vehicles, boats, or other vehicles, trailers, etc. shall be parked on the property or driveway for an extended period of time. Vehicle or boat restorations shall be done within an enclosed garage unless temporary or emergency repairs are deemed necessary. No burning of trash or garbage shall be permitted.

SECTION 10. Pets. No animals of any kind, including but not limited to livestock, chickens, or fowl, shall be raised, bred, housed, quartered or kept on any lot, except that dogs, cats and other ordinary household pets may be kept and housed provided they are not kept, bred, housed or maintained for any commercial purpose. Any such domestic animals must be restrained and confined and kept off the premises of other lot owners and provided further that such domestic pets must be kept quiet and orderly so as not to disturb the peaceful enjoyment of other lot owners. No outside kennels or outside doghouses. No dogs or pets to be kept outside overnight. Any dogs outside of the dwelling homes shall be kept on a leash at all times. Pet owners shall collect waste from their pets on all common areas including their own property. Uncollected waste shall be considered a nuisance.

SECTION 11. Firewood. Firewood shall be stored in a neat and orderly fashion at the rear of the residence. Any firewood delivered to a premises must be cut and neatly stacked within one week of delivery.

SECTION 12. Firearms. No firearms, air rifles, or BB guns shall be discharged within said subdivision and no hunting or trapping of any animals shall be permitted within said subdivision.

SECTION 13. Trees. All trees, bushes, and shrubs shall be protected in their native state as much as possible except as the same may interfere with a proposed sanitary disposal system or with a proposed structure and lawn as approved by the Architectural Review Process.

SECTION 14. Lawns. Lawns must be properly mowed and maintained. Yards must be kept free of litter, trash, and other debris. Landscaping is to remain manicured at all times. Owners of vacant lots shall routinely inspect their property for unsightly conditions and take proper care of their lot.

SECTION 15. Outside Fuel Storage Tanks. No outside fuel storage tanks shall be placed on the lots.

SECTION 16. Fences. Chain link fencing is prohibited. All other fences must comply with design guidelines and have prior approval of the Developer. Fences which corner off a segment of property or have the appearance of an animal pen will not be permitted. Underground electric fences to contain household pets are permitted on the owner's property only.

SECTION 17. Clothes Lines. Clothes lines are not permitted apart from a small patio retractable line.

SECTION 18. Gardens. Gardens on each lot shall not exceed ten feet by ten feet (10x10) or similar square footage.

SECTION 19. Satellite Dishes/antennas. Satellite dishes and/or antenna shall be limited to 18 inches in diameter.

SECTION 20. Mailboxes. Mailboxes must be properly maintained and otherwise in good condition.

SECTION 21. Signs. No signs or billboards shall be permitted on any lot, except for the temporary placement of one "For Sale" sign on the premises if a premises is being offered for sale. Said "For Sale" sign may not exceed four square feet in area.

SECTION 22. Business Use of Lots. No business operations that increase vehicular traffic in the Development may be conducted on any lot.

SECTION 23. Speed Limit. The speed limit for any streets in the Development shall be 25 m.p.h.

SECTION 24. Safety. LakeView Property Owners Association does not provide safety patrol for the lake or common areas. Property owners are responsible for their own safety and the safety of others. Life vests or belts shall be worn by anyone entering the water. For further inquiry on safety regulations, please consult the rules and regulations adopted by the Association.

SECTION 25. Lake Use Regulations. The use of the lake is a revocable privilege for LakeView Property Owners Association members in good standing and members agree to comply with all rules and regulations of the Association. All lakeshore property owners are authorized to build a dock on their property to access the lake. All non-lakeshore property owners will not be allowed to build a dock, however, they shall retain access to the lake so long as they are in good standing. Members who are not in good standing are subject to fines if they use the lake. All vessels on the lake are subject to all rules and regulations adopted by the Association. These rules and regulations are subject to change with Board approval.

SECTION 26. Other Prohibited Activities. The Board of Directors may from time to time adopt rules and regulations governing prohibited activity on the lake or any area within the LakeView Estates property. A current copy of the rules and regulations shall be distributed to each member of LakeView Property Owners Association.

SECTION 27. Violations, Citations, and Fines. The Board of Directors shall have the authority to issue citations or fines based on violations of the covenants contained herein or rules and regulations adopted by the Board. Upon the first violation, notification shall be delivered to the property owner and the property owner shall be given five (5) days to correct the violation. Upon second violation, property owner shall lose their good standing status for thirty (30) days and subject to a fine of up to \$100. Upon third

violation, property owner shall lose their good standing status for one year and subject to a fine of up to \$1000. Every property owner shall have the right to an appeal and appearance before the Board of Directors. The Board of Directors shall retain the right to revise this violation schedule when necessary.

SECTION 28. Single-Family Use. Only one family shall occupy each single-family unit. In the event that a multi-family building is built within LakeView Estates, each unit contained within the building shall be limited to one family per unit.

ARTICLE V – UTILITIES

SECTION 1. Underground Utilities. All Utilities shall be located underground including, but not limited to, telephone, electric, natural gas, and cable television.

SECTION 2. Utility Easements. This declaration grants unto the owners of the lots described herein the right of ingress and egress over areas designated “utility easement” on the Final Plat of this Subdivision. The purpose of this easement is to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove utilities under and across said designated easement areas. The party engaging in said activity shall be solely responsible for the cost of such installation, repair or other activity specified herein. Further, the party engaging in said activity shall restore any property disturbed to the condition it was in prior to any disturbance of the land.

ARTICLE VI – GENERAL PROVISIONS

SECTION 1. Duration. These covenants and restriction shall run with the land and shall be binding upon all the owners of Lots in the above described real estate, their heirs, grantees, successors, and assigns, and all persons claiming by, through or under them, until twenty-one (21) years from the recording of these Restrictive Covenants, except that these Restrictive Covenants may be extended as provided in Iowa Code Section 614.24 and 614.25.

SECTION 2. Notices. Any notice sent or required to be sent to any Lot Owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a Lot Owner on the records of the Delaware County Assessor’s Office at time of mailing.

SECTION 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by any Owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so thereafter.

SECTION 4. Modification. By recorded Supplemental Declaration, the Lot Owner may modify any of the provisions of this Declaration or any Supplemental Declaration for the purposes of clarification or otherwise, provided that it shall not substantially alter the scheme of this Declaration or any succeeding Supplemental Declaration and provided that the modification is approved by two-thirds of the Lot Owners.

SECTION 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

SECTION 6. Occupants. All of the obligations, liabilities, and covenants imposed upon Owners hereunder shall also be applicable to and imposed upon all persons occupying any Lot who are not Owners other than Developer.

SECTION 7. Deeds. Each Owner and purchaser under an installment sale contract accepts such conveyance subject to restrictions, covenants, obligations, and liabilities hereby created, reserved or declared, all as though same were recited at length in such deed or installment sale contract.

SECTION 8. Dues. At this time, dues for LakeView property owners shall be \$200 per year. Dues are payable at the time of lot sale and/or signing of LakeView Property Owners Association contract. Dues run annually from January 1 to December 31. Annual dues are to be paid by January 10 each year following the end of the calendar year. Dues are subject to change as the Board determines. The Board of Directors shall have the power to change annual fees as needed to budget annual costs. No increase shall exceed 25% of the annual assessment of the previous year.

SECTION 9. Liability. All LakeView property owners agree to release Developer from liability. Property owners acknowledge the risk of building and living near bodies of water.

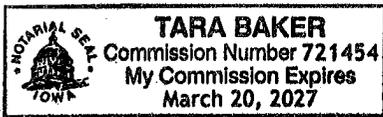
IN WITNESS WHEREOF, the foregoing instrument has been executed this 9th day of September, 2024.

LAKEVIEW ESTATES LLC

By: William J. Hermsen
William J. Hermsen, Member

STATE OF IOWA)
) ss.
COUNTY OF DUBUQUE)

On this 9th day of September, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William J. Hermsen as Member of LakeView Estates LLC, and acknowledged the execution of the foregoing instrument to be his voluntary act and deed.



Tara Baker
Notary Public