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Rita A. Vargas RECORDER  
Number: 202400001018  
Scott County, Iowa

Prepared by: Brooks Law Firm, PC, 3425 E. Locust St Ste 201, Davenport, IA 52803  
Return to:

**RESTRICTIVE AND PROTECTIVE COVENANTS**  
**FOR THE FINAL PLAT OF WILDERNESS POINTE SECOND ADDITION**  
**TO THE CITY OF BETTENDORF, IOWA**

The undersigned Developer, Wilderness Pointe, L.L.C., an Iowa limited liability company,  
owner of the following described real estate situated in Scott County, Iowa, to-wit:

All Lots within the Final Plat of WILDERNESS POINTE SECOND ADDITION to the City  
of Bettendorf, Iowa

hereby makes and declares the following as and for the Restrictive and Protective  
Covenants for said Addition and states that the above described real estate shall be held,  
transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements and  
liens hereafter set forth.

1. Except as set forth herein, no building or structure of any kind whatsoever other than a single-family residence shall be erected on any lot within said Addition, and any such single-family residence shall be used only for residential purposes. No building, fence, wall or other structure, including but not limited to a carriage house, shall be constructed, erected, placed, altered or maintained upon any lot within said Addition, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, colors, location of the same on the lot, approximate coat of such building or other structure, and the grading and landscape plan shall have been submitted to and approved in writing by the Developer, Wilderness Pointe, L.L.C. or by any Architectural Control Committee appointed by said Developer.

2. Each single-family residence is required to have at least a two car, attached garage erected as part of said single-family residence, one to three doors showing from the street with the same architectural style and materials of the home and no pole building/steel sided detached structure shall be permitted within said Addition. The Architectural Control Committee and/or Developer have the sole authority to approve or disapprove the architectural plan. The

Architectural Control Committee and/or Developer have the sole authority to approve a side or rear entrance for any such attached garage.

3. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in said Addition shall not at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.

4. Motorcycles, three-wheel all-terrain vehicles, trucks, (other than pickup trucks), trailers, boats, boat trailers, mobile homes, motor homes, campers, camper trailers, and other motorized vehicles, except family automobiles, shall not be parked nor stored on any lot or street in said Addition except in the garage.

5. Due to the unsightliness and possible annoyance to the other residents of said Addition, no extensive work such as dismantling or repairing of automobiles, boats or any machinery or any similar vehicles or machinery in the driveways, streets or outside of garages throughout the Addition shall be permitted.

6. Firewood may be stored on any lot only in such a manner, which in no way becomes unsightly to the immediate surrounding lot owners and must be stored in the back yard area. No plastic covers will be permitted other than brown covers.

8. No signs of any kind shall be displayed to the public's view on any lot except one professional sign of not more than five square feet, advertising the property for sale or rent, or signs used by the Developer-owner and any builder to advertise the property during the construction and sales period.

9. No noxious or offensive trade shall be carried on upon any lot in said Addition, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other lot owners in said Addition.

10. The installation of sidewalks within said Addition shall be the responsibility of the individual lot owner.

11. All lot owners shall install all exterior lighting on any structure or lot within said Addition in such a manner that the lights reflect downward and are shielded such that no direct rays of light from the light source are transmitted onto other lots or structures within said Addition. The following exterior lights are not permitted within said Addition:

- A. Mercury vapor lights.
- B. Insect control lights or devices.

12. No television or radio towers, except normal rooftop television antennae, and no freestanding towers or antennas of any kind shall be permitted on any lot in said Addition. Only television satellite dishes of no more than 18" in diameter and not seen from the public street

shall be allowed in said Addition.

13. No lot within said Addition may be subdivided or replatted, except by the Developer, Wilderness Pointe, L.L.C.

14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. Any household pet shall be leashed or tethered when leaving their owner's lot in said Addition. Electric, buried dog fences are permitted.

15. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Trash, garbage, rubbish and other waste shall not be kept except in sanitary containers and all incinerators or other equipment for the storage or disposal thereof shall be kept in a clean, sanitary condition.

16. In order to protect and preserve the nature and character of the Wilderness Pointe community, all residences shall be used for single family residential purposes only. Profit making commercial or business purposes, which shall include short term rentals, including AirBNB, VRBO and similar short term rental services, are strictly prohibited. Short term rental shall be defined as a period less than six (6) months.

17. The owner of each lot, vacant or improved, shall keep his lot free of weeds and debris.

18. All mailboxes shall be provided by Developer. Any replacements of same shall be by owner and shall match the mailbox and support post previously installed.

19. There is hereby formed an association known as WILDERNESS POINTE SECOND ADDITION Home Owners Association whose purpose shall be the ownership, care, maintenance and improvement of the exterior berms located on Lot 1 and Lot 6.

When all of the lots in said WILDERNESS POINTE SECOND ADDITION have been sold by the Developer, it shall deed said Outlets to the Association who shall thereafter be responsible for the care, maintenance and improvement thereof.

An initial membership fee of Two Hundred Fifty and 00 Dollars (\$250.00) will be charged upon the purchase of the property and will be assessed at closing. This fee will be considered a deposit and initial capitalization of the Association. Upon the sale of the property the deposit will be refunded if and when the fee is replaced by incoming capital from the new property owner.

There shall be an assessment every January 1 against the owners of said lots of Two Hundred Fifty and 00 Dollars (\$250.00) per year, which shall be payable on or before February 1 of each year. The Board of the Association shall have the power to increase or decrease the

assessment yearly.

Any assessment not paid when due shall draw interest at the rate of 15% per annum payable upon demand. Upon default in payment of any assessment, or any installment of the assessment due as directed by the Board of the Association, the whole amount then unpaid shall become due and payable forthwith, at the option of the Association, without notice. The individual Owner of the lot, in case of suit thereon, agrees to pay all attorneys' fees incurred in collection of said assessment.

All lot owners within WILDERNESS POINTE SECOND ADDITION to the City of Bettendorf, Iowa, hereby covenant and each subsequent owner of any lot within said Addition, by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association assessments and charges hereinafter provided. Such assessments together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment and charge, together with interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who was the owner of such lot at the time when the assessment or charge fell due. If the assessment and charges are not paid on the date when due as directed by the Board of this Association, then such assessments or charges shall become delinquent and shall, together with interest thereon and costs of collection thereof, become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns and shall permit the Association to bring an action at law against the then owner of any lot against which the assessment was made or against the owner personally obligated to pay them, same, or bring an action in equity to foreclose the lien against the property; and there shall be added to the amount of such assessment the cost of preparing and filing complaint in such action and in the event judgment is obtained, such judgment shall include interest on the assessment as above provided, reasonable attorneys' fees and court costs.

The lien of the assessments and charges provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to the assessment. However, such subordination shall apply only to the assessments and charges, which become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other re-lease of such property from liability or any assessments and charges thereafter become due, nor from the lien of any such subsequent assessment.

Upon payment of the assessment as due, the Board of Directors of the Association shall direct any officer thereof to draft a re-lease and satisfaction which shall be evidence of payment of the assessment as above provided.

20. Upon the purchase of any lot in said Addition, commencement of construction must be undertaken no later than thirty-six (36) months from the time the purchase of said lot is completed, or as both the Developer and lot owner agree in writing. Upon commencement of

construction of any residence on any lot in said Addition, the residence must be completed within twelve (12) months of the commencement of construction, provided, however, that if construction is delayed by reason of strikes, acts of God, fire or other causes beyond the control of the owner or builder of said residence, then the construction periods shall be extended for such additional period of time that it was delayed by reason of such causes to complete the building of the residence.

21. Managing storm water runoff in a positive manner requires participation of everyone: homeowners, businesses and local governments. It is recommended that each homeowner follow these guidelines: (A) let down spouts and sump pump hoses drain in a yard or grassy area, not directly into streets, driveways, sidewalks or storm sewers; (b) plant trees and shrubs that have low requirements for fertilizer and pesticides; (c) create rain garden areas or develop swales and wetlands using native vegetation; (d) use mulch or compost on bare ground to prevent erosion and runoff; (e) do not place landscape waste (grass, clippings, leaves, etc.) into creeks, streams or other drainage ways. Compost yard waste on site or drop off at the compost facility; (f) minimize the use of lawn chemicals. Grass is its own best fertilizer; (g) do not dispose of household chemicals (paint, oil, antifreeze, etc.) onto the ground or into storm drains, creeks or streams. Recycle oil and take chemicals to Household Hazardous Waste drop off sites at the Scott County Landfill; and (h) clean up after pets as pet waste can contaminate surface water. For more information, visit [www.Partners-pscw.com](http://www.Partners-pscw.com).

22. Invalidity of any one of these covenants by judgment, decree or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

23. In the event any person or persons who may at any time own or occupy any of the lots in said Addition shall violate or threaten to violate any of these Restrictive Covenants, then, and in such event, Wilderness Pointe L.L.C., its successors and assigns, and the owners from time to time of any lots in said development or Addition, shall have the right to proceed in any court of law or equity by injunction or other legal proceedings to enforce performance and restrain violation or pursue any other remedy to which it or they may be entitled to and shall have the right to collect from the party or parties violating or threatening to violate these Restrictive Covenants, or any part thereof, either jointly or severally, all damages, costs, expenses and attorney's fees resulting from the violation thereof or incurred in or in connection with said proceedings.

Dated at Davenport, Iowa this 29th day of December, 2023.

WILDERNESS POINTE L.L.C.

Terry Knutsen

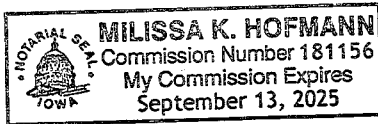
By: Terry Knutsen, Member/Manager

Jared M. Kerkhoff

By: Jared M. Kerkhoff, Member/Manager

STATE OF IOWA, SCOTT COUNTY, SS:

On this 29th day of December, 2023, before me, a Notary Public in and for said county, personally appeared Terry Knutsen and Jared M. Kerkhoff, who being by me duly sworn did say that they are the Member/Managers of said Wilderness Pointe, L.L.C, an Iowa limited liability company and that said instrument was signed on behalf of said Wilderness Pointe, L.L.C. by authority of its members and managers and that said Terry Knutsen and Jared M. Kerkhoff, as Member/Managers, acknowledged the execution of said instrument to be the voluntary act and deed of said Wilderness Pointe, L.L.C. by it and by them voluntarily executed.



Melissa K. Hofmann

Notary in and for said County and State