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REVENUE TAX: \$0.00
RITA A. VARGAS, RECORDER
SCOTT COUNTY, IOWA

Prepared by & Return to:
Vollertsen, Britt & Gorsline, P.C., 5119 Utica Ridge Road, Davenport, IA 52807; (563) 324-0441

**RESTRICTIVE AND PROTECTIVE COVENANTS
FOR
THE FINAL PLAT OF WILDERNESS POINTE THIRD 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:

Lots 1-20, inclusive, of the Final Plat of WILDERNESS POINTE THIRD
ADDITION to the City of Bettendorf, Iowa (the "Addition")

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.

Definitions

1. "Association" shall mean and refer to Wilderness Pointe Addition Home Owner's Association, its successors and/or assigns ("Association"). It is the same Association for Wilderness Pointe 1st Addition and Wilderness Pointe 2nd Addition. The operations of the Association shall be governed by the requirements for the Wilderness Pointe Addition Home Owner's Association as described in the Restrictive and Protective Covenants for Wilderness Pointe Addition recorded December 31, 2020 as Document #2020-041681 in the Office of the Recorder of Scott County, Iowa ("Wilderness First Addition Covenants").
2. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of plat of the Addition.
3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot that is a part of Addition, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
4. "Declarant" shall mean Wilderness Pointe, L.L.C., their successors and assigns.
5. "Developer" shall mean the same as "Declarant"

6. "Single Family" An individual, or two (2) or more persons related by blood, marriage or adoption, or a group of not more than three (3) persons (excluding servants) not related by blood, marriage or adoption, living together as a single head of house as a single housekeeping unit in a Dwelling Unit, but not including sororities, fraternities, or other similar organizations, and as further defined in the City of Bettendorf's zoning ordinance. Relationship by the blood shall include relationship by the half-blood. More than two (2) couples residing in a dwelling shall not constitute a Single Family.
7. "Structure" shall mean anything 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, and as further defined in the City of Bettendorf's zoning ordinance.
8. "Building" shall mean any Structure having a roof, supported by columns or walls, and intended for shelter, housing, or enclosure of any person or persons, and as further defined in the City of Bettendorf's zoning ordinance.
9. "Building Height" shall mean the vertical distance measured from the established ground level to the highest point of the underside of the highest ceiling. Fireplace chase and ornamental architectural projections shall not be included in calculating the height, and as further defined in the City of Bettendorf's zoning ordinance.
10. "Story" shall mean that portion of a Building included between the surface of any floor and the surface of the floor next above; or if there is no floor above, the space between the floor and the ceiling next above, and as further defined in the City of Bettendorf's zoning ordinance. A basement or cellar shall not be counted as a story.
11. "Half Story" shall mean a space under a sloping roof which has the line of intersection of roof decking and wall not more than three feet above the top floor level, and in which space not more than 60 percent of the floor area is completed for principal or accessory use, and as further defined in the City of Bettendorf's zoning ordinance.

BUILDING RESTRICTIONS

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 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, with one to three garage doors showing from the street with the same architectural style and materials of the home. No pole building/steel sided

detached structure shall be permitted within said Addition. The Architectural Control Committee and/or Developer shall have the sole authority to approve or disapprove the architectural plan. The Developer and/or Architectural Control Committee appointed by said Developer shall have the sole authority to approve a side or rear entrance for any such attached garage.

3. Architectural Control Committee.

- a. Composition. During the building phase the Declarant/Developer is the Architecture Control Committee. The Declarant/Developer retains the sole right to appoint an Architectural Control Committee to serve until the last Lot in the Addition has a Single-Family residence completed and a certificate of occupancy is issued for each and every Structure on each and every Lot in the Addition.
 - b. Approval Required. No Building or Structure shall be erected, placed or altered on any Lot until the building plans, building materials, specifications, and plot plan; showing all Buildings, patios, pools, fences, and all other Structures showing the location thereof; and side yard distances, rear yard distances, front yard distances, driveways, and walkways, type of construction and Building elevations have been approved in writing as to conformity and harmony of external design and quality workmanship and materials with existing Structures and with respect to topography and finished ground elevation by the Declarant or Architectural Control Committee, as applicable.
 - c. Procedure. The required plans, specifications and plot plan shall be submitted in duplicate with one copy remaining with the Declarant or Architectural Control Committee, as applicable. The Declarant, or Architectural Control Committee, as applicable, shall approve or disapprove such design and location within 30 days of submittal. If construction is not commenced within 6 months from the date of approval of any plans, the plans shall be resubmitted to the Architectural Control Committee before the commencement of construction.
4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in said Addition shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.
 5. No 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 be parked nor stored on any lot or street in said Addition except in the garage.
 6. 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.
 7. 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 shall 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 only be kept in sanitary containers and all incinerators or other equipment for the storage or disposal thereof shall be kept in a clean, sanitary condition.
16. Garbage and recycling bins must be stored in the garage. They may be placed at curb 12 hours prior to and must be put away 12 hours after recycling time.
17. 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.

18. The owner of each lot, vacant or improved, shall keep his lot free of weeds and debris.
19. 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.
20. No ground installations or roof-mounted solar panels shall be allowed.
21. 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.
22. 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.
23. As described in the Wilderness First Addition Covenants, all Lot owners shall be part of the Association and subject to assessments by the Association, consistent with the requirements as described in the Wilderness First Addition Covenants.
24. The Declarant reserves the right to revise and amend this Declaration until the last lot in the subdivision has been sold and occupied by a Single Family, including the right to add articles concerning additional but separate developments and the replatting of one or more Lots.
25. The Articles of this Declaration may be amended during the first 21-year period by an instrument signed by not less than Owners of 80% of the Lots.
26. Invalidation of any one of these covenants by judgment, decree or court order shall in no way affect any of the other pro-visions, which shall remain in full force and effect.
27. 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 9th day of February, 202~~8~~⁶.

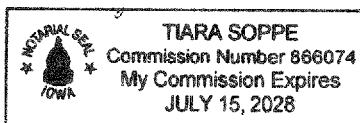
WILDERNESS POINTE L.L.C.

Terry Knutsen
By: Terry Knutsen, Member/Manager

Jared M. Kerkhoff
By: Jared M. Kerkhoff, Member/Manager

STATE OF IOWA, SCOTT COUNTY, SS:

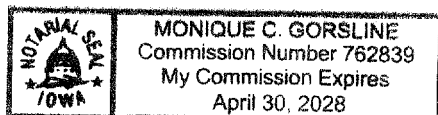
On this 9 day of February, 202~~8~~⁶, before me, a Notary Public in and for said county, personally appeared Terry Knutsen, to me personally known, who being by me duly sworn did say that he is the Member/Manager of said Wilderness Pointe, L.L.C., a limited liability company and that said instrument was signed on behalf of said Wilderness Pointe, L.L.C., by authority of its managers and the said Terry Knutsen, Member/Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said Terry Knutsen as voluntarily executed.



Tiara Soppe
Notary Public

STATE OF IOWA, SCOTT COUNTY, SS:

On this 30 day of Dec., 2025, before me, a Notary Public in and for said county, personally appeared Jared M. Kerkhoff, to me personally known, who being by me duly sworn did say that he is the Member/Manager of said Wilderness Pointe, L.L.C., a limited liability company and that said instrument was signed on behalf of said Wilderness Pointe, L.L.C., by authority of its managers and the said Jared M. Kerkhoff, Member/Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said Jared M. Kerkhoff as voluntarily executed.



Monique C. Gorsline
Notary Public