

**DECLARATORY STATEMENT IMPOSING  
RESTRICTIVE COVENANTS**

The undersigned, DERBY GRANGE, L.L.C., an Iowa limited liability company (hereinafter referred to as “Developer”), being the fee simple owner of the following described real estate:

Lots 8-15, 17-33, 44-49, and Lot D of Rustic Point Estates, in the City of Dubuque, Dubuque County, Iowa, according to the recorded plat thereof,

hereby makes the following declarations as to the limitations, restrictions and uses to which the above described lots in Rustic Point Development may be put, hereby specifying that said declarations shall constitute covenants to run with all of said lots, as provided by law, and shall be binding upon the heirs, successors and assigns of all parties and all persons claiming under them and for the benefit of and limitation upon all future owners of said lots as described above.

1. Land Use: Single Family Residential: The lots within the properties shall be used only as dwelling unit lots for single family residences and shall be subject to all restrictions and covenants set forth in this Declaration. No building shall be erected on any lot except dwelling units designed for occupancy by a single family. No separate units, including a garage, utility shed, dog kennel, or dog run shall be erected on any lot. ‘Manufactured homes’ as defined in Section 321.1(36B), Iowa Code (2011), ‘travel trailers’ as defined in Section 321.1(36C)(b), Iowa Code (2011), and modular homes are prohibited on all lots.

2. Structural Restriction. Any residence built on any lot shall be completed within one (1) year of the commencement of construction. If the residence to be built is a ranch style, the first or ground floor thereof shall have a minimum living area space of 1,500 square feet, exclusive of garages. If the residence to be built is a two-story design, it shall have a minimum living area space of 1,850 square feet, exclusive of open porches, garages or basements, whether finished or unfinished. If the residence to be built is a townhouse, it shall have a minimum living area of 1200 square feet, exclusive of open porches, garages, or basements, whether finished or

unfinished. No split foyer homes are to be built on any lots unless prior approval is given by the architectural review committee.

3. Exterior Wall Construction. Each dwelling shall have a minimum of forty (40%) percent brick or stone on its front side. The developer reserves the right to reduce or waive this requirement if the style of the dwelling does not lend itself to this requirement. Cement board, shake siding, LP smart siding, or equivalent material can also be used on the front. No vinyl siding is to be used on the front side, but vinyl can be used on the sides and back (rear) of the dwelling.

4. Roofing Materials and Construction. Roofing materials shall incorporate any of the following: wood shakes, wood shingles, slate, copper, or asphalt shingles with weight not less than 250 pounds. The roof shall have a minimum of a 6-to-12 pitch. Roof forms shall be well organized and consistent in form and pitch on all elevations. Gutters and downspouts shall be used at all eaves. Roof structures, such as attic vents, plumbing vents, and exhaust fans, shall be located on the rear of the ridge and shall be painted to match the roof color.

5. Architectural Review Process. Developer's objectives are to carry out the general purposes expressed in this Declaration and to assure that any improvements or changes to the lots 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 Developer's objectives, the Developer shall have the power to administer this Declaration with regard to approving or disapproving those matters referred to in this paragraph 5 and set forth below.

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, residence, fence, wall, driveway access or other structure shall be commenced, erected or maintained upon any lot, 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 landscaping have been submitted to and approved in writing by the Developer.

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 30 days after said plans and specifications have been submitted to the Developer; except that if such plans and specifications are disapproved in any respect by Developer, the applicant shall be notified wherein such plans and specifications are deficient. The Developer may withhold approval for any reason deemed by Developer 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 by the Developer within 30 days after submission, approval will not be required and this paragraph will be deemed fully complied with.

6. Lot Appearance During Construction. During the period of construction of any residence upon a lot, the building contractor shall, to the extent possible, keep the lot in a neat and orderly condition. Unless required for construction purposes, building materials shall be properly stored. Any construction debris or other unusable materials shall be picked up and removed on a regular basis.

All earth excavated in the construction of a residence and not used upon the lot under construction shall be removed by the lot owner or building contractor, at the lot owner's or contractor's expense, to such place or places within Rustic Point Development as designated by Developer. If Developer has no need for such earth and does not want it moved to another location or locations within Rustic Point Development, then such earth shall be removed to some other location outside of Rustic Point Development by the lot owner or building contractor, or the lot owner's or contractor's expense.

At such time as construction of a home commences upon any lot, and continuing until construction is complete and the lawn upon the lot has stabilized the soil, the owner or builder shall place a functioning erosion sock along the entire frontage of the applicable lot. Further, during construction and until the soil has been stabilized by grass, silt fences shall be in place in any areas with potential storm water or sediment run off.

7. Landscaping. The exterior of the residence and garage, seeding, sodding, grading and general landscaping shall be completed within 12 months after excavation is commenced for the construction of said residence and garage. In performing general landscaping on each lot, the owner must plant a minimum of three (3) trees.

8. Disallowed Structures. No basement dwellings, tents, shacks, temporary buildings, detached garages, barns, mobile homes/manufactured home, modular homes, or prefabricated homes will be permitted upon any lot.

9. Garage Requirement. No dwelling shall be erected which provides less than a two-car attached garage. No garage door shall be more than ten (10) feet high.

10. Utility Construction. All utilities and utility service lines, including but limited to electrical, gas, telephone and TV cable, serving dwellings shall be installed underground. An easement is reserved upon each lot for installation of said utilities.

11. Sidewalk and Curb Cuts. As between the Developer and any lot owner, the lot owner shall be responsible for the installation of the sidewalk and driveway curb cuts servicing said lot. Said sidewalk and curb cuts shall be constructed and installed by the lot owner in accordance with the specifications and requirements of the City of Dubuque, Iowa.

12. Motor Vehicles and Recreational Items. No automobiles, recreational vehicles, trailers, campers, machinery or equipment may be stored on the premises, PROVIDED, HOWEVER, there shall be permitted storage of machinery and equipment as is necessary during the period of construction and development. Developer reserves the right to determine what machinery or equipment is “necessary” and what period of “temporary” within the meaning of this paragraph 12. No unused old automobiles, machinery, or junk materials shall be kept upon any lot, nor shall any vehicle built for, or adopted to, or modified for, racing purposes be kept or stored upon any of said lots.

13. Control of Animals. No animals, livestock or poultry shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose and provided further that all such domestic animals kept as pets must be restrained and confined and kept off the premises of other lot owners; provided further that such domestic pets must be kept quiet and orderly so as not to disturb the peaceful and quiet enjoyment of other lot owners. No outside kennels or runs shall be permitted on any lot.

14. Maintenance of Unimproved Lots. Every unimproved lot shall be maintained in a clear, orderly and sanitary condition and shall be kept free of debris and noxious weeds. Such lot shall be mowed and maintained.

15. Subdividing of Lots. No lot shall be subdivided, resubdivided or split in any manner or fashion, except as may be first approved in writing by Developer.

16. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than four square feet in area. This paragraph 16 is subject further to the conditions set forth in paragraph 1 above.

17. Fencing. No fences shall be constructed or maintained on any portion of a lot except to enclose a swimming pool. Fencing consisting of ornamental shrubbery or plantings may be permitted, provided they are maintained in a neat and orderly appearance. Installation of fencing shall be subject to the architectural review process set forth at paragraph 5 of this Declaration. On townhouse lots, a privacy fence perpendicular to the building may be allowed if approved by the architectural review committee.

18. Firewood. Firewood may be stored within the dwelling unit. If stored outside, it shall be stacked immediately adjacent to the rear of the dwelling unit in an orderly fashion. If the wood is delivered by truckload, it must be cut and stocked within one (1) week.

19. Easements. Drainage, sewage and utility easements shall exist upon the properties as shown upon the applicable plats.

20. Applicable Ordinances. Except as otherwise provided in these Restrictive Covenants, all residences and improvements, including but not limited to swimming pools, fences or other buildings and structures shall comply with all applicable ordinances of the City of Dubuque, Iowa, as the same now or may hereinafter exist.

21. Amendment of Covenants. The covenants, agreements, conditions, reservations, restrictions and charges created and established herein for the benefit of said tract and each lot therein may be amended, waived, abandoned, terminated, modified, altered and changed as to the whole of said tract or any portion thereof with the written consent of the owners of 51 percent of the lots in the tract, and in case only a portion of said tract is intended to be affected, the written consent of owners of 51 percent of the lots in the portion to be affected shall also be secured. No such amendment, waiver, abandonment, termination, modification or alteration shall become effective until the proper instrument in writing shall be executed and recorded in the office of the Recorder for Dubuque County, Iowa. In addition to the foregoing, Derby Grange, LLC shall have the right to withdraw all or part of Lot D of Rustic Point Estates from these restrictive covenants in the event that Lot D is not eventually platted into future phases of Rustic Point Estates. In the event parts of Lot D are eventually platted into residential lots, only the part of such future plats of Lot D that are platted into residential plots shall be subject to these restrictive covenants.

22. Enforceability of Covenants. Developer and every person hereinafter having any right, title or interest in any lot in said subdivision shall have the right to prevent or stop violation of any of said restrictions, by injunction or other lawful procedure, and to recovery any damages resulting from such violation; and in lieu of actual damages, any person or firm sound to be in violation of any of the terms and conditions hereof shall pay, as liquidated damages, a sum not less than \$50.00 for each day of each violation.

23. Partial Invalidity. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other remaining provisions which shall stay in full force and effect.

24. Period of Enforceability. These covenants and restrictions shall run with the land and shall be binding upon all lot owners and their heirs, grantees, successors and assigns, and all persons claiming by, through or under them, until 21 years following the recording of these restrictive covenants, except that these restrictive covenants may be extended as provided by sections 614.24 and 614.25 of the Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

DERBY GRANGE, L.L.C.

By: \_\_\_\_\_

Brian Riniker  
Secretary/Treasurer

STATE OF IOWA                    )  
COUNTY OF DUBUQUE        )        ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brian Riniker, to me personally known, who being by me duly sworn, did say that he is Secretary and Treasurer of said limited liability company executing the within and foregoing instrument; that the instrument was signed on behalf of said limited liability company by authority of its members; and the said Brian Riniker acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

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Notary Public in and for the State of Iowa