

RESTRICTIVE AND PROTECTIVE COVENANTS

OF

FALCON POINTE, DAVENPORT, IOWA

The undersigned, GRUNWALD LAND DEVELOPMENT, L.C., as owner, developer, declarant and proprietor of Lots "A" of the real estate comprising FALCON POINTE, DAVENPORT, IOWA, an addition to the City of Davenport, Scott County, Iowa, more particularly described on attached Exhibit "A", do hereby establish the following Restrictive and Protective Covenants ("Covenants") which shall be covenants running with the land for all of the lots in Falcon Pointe, Davenport, Iowa ("Lots") and shall be binding on all parties having or acquiring any right, title or interest in the Lots or any party thereof, and the Lots shall be held, sold, conveyed and occupied subject to these Covenants, and shall inure to the benefit of each owner of the Lots.

1. It is the intention and purpose of these covenants to assure that all dwellings shall be of equal design, workmanship, and materials. All dwellings shall be constructed in accordance with the applicable governmental building code, and with the standards as established by these covenants. No building shall be erected on any Lot unless the design and location is in harmony with existing structures and location in the addition, and does not violate any protective covenants. In any case, no single family dwelling shall be permitted on any Lot in this addition having a ground floor square foot area of less than 1,400 square feet in the case of a one story structure, nor less than a total square footage of 1,800 square feet for a one and one-half or two story structure. In the case of split level or split foyer, the main floor space shall be at least 1,300 square feet and the finished area of other levels shall be at least an additional 500 square feet. The calculation of said square footage shall be exclusive of garages and breezeways.

In order that the harmony and design of the exterior of any residential building, or buildings incidental to such residential use as may be erected in said addition, may be maintained, the exterior design of any such building, or buildings, shall be approved by Grunwald Land Development, L.C. and unless such exterior design be so approved, such residential building, or buildings, shall not be erected. Sloping or pitched roofs are desired, and

flat roofs, except for occasional decks, are to be avoided. Flat roofs, exotic designs of any nature, extremes in architecture and experiments in design are not deemed to be in keeping with the residential community and consequently might not be approved. Approval must be in writing by Grunwald Land Development, L.C prior to the start of any construction.

2. All Lots in the addition herein shall be known, described, and used solely as residential lots, and no residence shall be erected on any building lot other than one detached, single family dwelling not to exceed two and one-half stories in height.

3. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the addition shall be, at any time, used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

4. The title holder of each Lot, vacant or improved, shall keep his or her Lot free of weeds and debris. In the event that any Lot shall be unkempt, the developer shall have the right to enter said property for purposes of maintenance and shall assess the owner thereof accordingly.

5. Each dwelling shall have at least a 1 ½ stall, attached, completely enclosed garage. Parking on the street is to be considered temporary to accommodate guests and service providers only.

6. No home occupation, business, or profession shall be conducted in any dwelling unless written consent is given by Grunwald Land Development, L.C., its successors in interest or assigns, prior to the start of such business.

7. No signs visible from the exterior of a structure shall be permitted except an unlit real estate sign not exceeding 9 square feet, indicating the property is being offered for sale or political signs 60 days before election and 2 days after election.

8. All lawn, seeding, sodding, and shrubbery shall be completed by the end of the first growing season after a permit has been obtained for the occupancy of any dwelling in said subdivision. Soil erosion will be prevented by the owner during construction per city requirements with the use of, but not limited to, an erosion skirt/fence. Lot owners will plant at

least two trees in the front yard. The following variety of trees shall not be planted in the subdivision: Russian Olive, Poplar, Fire Thorn, Silver Maple, or Weeping Willow.

9. Each Lot owner shall install a public sidewalk prior to the issuance of any occupancy permit of any dwelling in said subdivision. The specifications for said sidewalks shall be as specified in the final plat Falcon Pointe.

10. No Lot may be subdivided unless such subdivision shall combine adjoining lots and shall result in larger, and no additional lots in the addition. Any such re-subdivision shall require the written consent of Grunwald Land Development, L.C., its successor or assigns.

11. If a private swimming pool is located upon any Lot or tract, it and the surrounding walk or platform shall be enclosed by a fence not less than six (6) feet in height, which shall be adequate to prevent small children and domestic animals from entering the pool area. Any gate providing access to the pool area shall be kept closed and shall be securely locked during seasons when the pool is not in use.

12. No commercial vehicles, trucks, tractors or other mobile equipment shall be openly stored in any street, driveway, or outside area. The term "commercial vehicle" shall include all automobiles, vans, trucks, and vehicular equipment undertaking or enterprises except during delivery to a home, construction of a house, or additional lot improvements.

13. Motorcycles, ATV vehicles, trucks, trailers, boats, mobile homes, motor homes, campers, and other motorized vehicles, other than private passenger automobiles, shall not be regularly parked or stored in any driveway, Lot, or street in said subdivision.

14. City poultry limits of animals shall be permitted with a maximum of 2 dogs and 2 cats kept as household pets. No outdoor kennels or animal runs shall be permitted.

15. No disassembly or repair work on a vehicle shall be permitted on streets, Lots, or driveways.

16. No hunting of wildlife or birds shall be permitted at any time, nor shall the discharge of firearms be permitted in Falcon Pointe at any time.

17. No fences shall be permitted in the front yard. Fences shall be permitted in the rear and side yards as provided in Paragraph 17 and hereinafter.

A. LOCATION: All fences shall be constructed at a distance at least even with a line extending from the front wall plane of the residence to the side and rear set back line of the Lot.

B. HEIGHT: All fences constructed shall be no higher than five feet in height.

C. MATERIALS: All fences to be constructed of white vinyl or black chain link only.

D. CAPS: Gothic, ball, pyramid, and molded decorative caps are allowed on fences.

E. ARBORS AND GATES: Arbors and gates constructed for the same material as the fence are encouraged.

18. The construction of all buildings, including residences or accessory buildings, shall be completed within twelve months from the issuance of a building permit by the City of Davenport. Failure to do so shall subject the property owners to a penalty of \$100.00 per day, which shall be paid to Grunwald Land Development, L.C., its successors and/or assigns. The penalty shall constitute a lien upon the Lot as it accrues, in favor of Grunwald Land Development, L.C.

19. A water retention area has been dedicated to the Homeowners Association for Falcon Pointe.

20. These covenants are to run with the land and shall be binding on all parties.

21. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other Lots in said subdivision to prosecute and bring proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, to prevent him or them from so doing or to recover damages or other dues for such violation.


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

23. The covenants and restrictions of this Declaration shall run with and bind the land for a term of 21 years from the date this Declaration is recorded, after which time the same may be extended by a verified claim signed by one member of the Association who renews said Restrictive Covenants pursuant to Iowa Code Section 614.24.

24. The Declarant reserves the right to revise and amend the Articles of this Declaration until all of the Lots in the addition have been sold and occupied.

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 90% of the Lots and thereafter by an instrument signed by not less than owners of 75% of the Lots.

26. The right to enforce these covenants by injunction, together with the right to cause the removal, by due process of law, of any structure or part hereof erected or maintained in violation hereof, is reserved to Grunwald Land Development, L.C., to the several owners for the several Lots in this subdivision and to their heirs and assigns, and to the City of Davenport, Scott

By 
Bill R. Grunwald

County, Iowa. In the event any person, persons or entity who may at anytime own or occupy any lot or lots in said subdivision shall violate or threatened to violate any covenants or covenants^{*} herein, any other person or persons owning a lot or lots in said Addition/shall have the right to proceed in any court of law or equity by a proceeding seeking injunctive relief or other legal remedy to enforce performance or restrain violation of such covenant or covenants or to pursue any remedy or right and to collect or recover from the party or parties violating or threatening to violate any such covenant or restriction, all damages, costs, expenses and attorney's fees resulting from or incurred in connection with any such legal cause or proceeding.

Dated this 19th day of February, 2018.

* and/or Declarant

GRUNWALD LAND DEVELOPMENT, L.C.

By Dale Grunwald
Dale Grunwald

By Jill R. Grunwald
Jill R. Grunwald