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TOTAL FEE: 35.00
TRANSFER TAX: 0.00
SCOTT JUDD, RECORDER
CLINTON COUNTY, IOWA

Prepared By & Return to: Leslie E. Aboud, Vollertsen, Britt & Gorsline, P.C., 5119 Utica Ridge Rd. Davenport, IA 52807; (563) 324-0441

**DECLARATION
OF
RESTRICTIVE AND PROTECTIVE COVENANTS
FOR
CAMPBELL FAMILY SUBDIVISION NO. 1
(A SUBDIVISION IN CLINTON COUNTY, IOWA)**

WHEREAS, Silver Creek Development, LLC, an Iowa limited liability company, (“Declarant”) is the owner and Declarant of certain real estate located in the City of DeWitt, Clinton County, Iowa, which is subject to the Plat of Subdivision of Campbell Family Subdivision No. 1, an addition to the City of DeWitt, Iowa, dated October 30, 2025 and filed in the Office of the Recorder of Clinton County, Iowa, on December 16, 2025 as Document #2025-07563 (“Plat”) and legally described as follows:

Lots 1–17, inclusive, of Campbell Family Subdivision No. 1, a subdivision of a part of Lot 2 of Westbrook Ridge Subdivision in the City of DeWitt, Iowa part of the East ½ of the Southeast ¼ of Section 13, Township 81 North, Range 3 East of the 5th P.M., Clinton County, Iowa (“Addition”).

WHEREAS, Declarant, as owner of the Addition, desires to ensure proper and harmonious use of the Addition, endeavor to prevent depreciation of property values by restricting improper use or unsuitable building materials; encourage attractive, high-quality improvements; preserve natural habitat and surroundings; maintain adequate setbacks, spacing and open views, and promote orderly, non-haphazard development.

WHEREAS, to fulfill the goals above, Declarant does hereby make and declare the following declaration of protective covenants (“Declaration” or “Covenants”) for the Addition and states that the lots located within the Addition shall be held, transferred, sold, conveyed and occupied subject to the covenants, restriction, easements, conditions and liens hereinafter set forth. These easements, covenants, restrictions, and conditions shall run with the real property and shall

be binding on all parties having or acquiring any right, title, or interest in the described properties or any part thereof, and shall inure to the benefit of each Owner thereof.

NOW, THEREFORE, Declarant hereby declares that the lots located within the Addition shall be held, sold, conveyed, and occupied subject to the following covenants, which shall run with the land.

1. No building, fence, wall, patio, pool, or other structure 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 costs of such building or other structure, and the grading and landscape plan shall have been submitted to and approved in writing by the Declarant, or by any Architectural Control Committee appointed by said Declarant.

2. Submissions to the Architectural Control Committee shall be made electronically via email to plans@thetrailsatsilvercreek.com or as otherwise designated by Declarant and/or the Architectural Control Committee and include the following: Exterior elevations, Exterior material samples or photos, floor plans, parking/driveway layout, screening plan, utility routing, and exterior lighting plan. Approvals are based on harmony of external design, impact on neighboring Lots, street orientation, and consistency with covenant intent. Plans will be approved or sent back with requested changes within 14 days (2-weeks) of submittal.

3. Upon the sale of the last lot in the Addition by the Declarant, the Declarant shall appoint a three-member Architectural Control Committee to approve the construction of any dwellings in the Addition. The members of the Architectural Control Committee shall appoint their own successors.

4. Any variances granted by Declarant due to hardship or impracticability shall not be deemed to be a waiver of any of the covenants herein.

5. 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.

6. Each single-family residence is required to have at least a two car, attached garage erected as part of said single-family residence, of 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. In case of a single-story residence, the minimum square foot area shall not be less than 1,500 square feet, in the case of a two-story residence and/or one and a half story residence not less than 1,900 square feet. The Architectural Control Committee and/or Declarant shall have the sole and absolute authority to approve or disapprove the architectural plan whether it meets the square footage requirement or not.

7. Each single-family residence shall have a front setback and a rear setback relative to the recorded plat.

Each single-family residence constructed within the Addition shall be designed to include an offset of not less than twenty-five percent (25%) of the building's front façade in order to promote a varied, non-uniform streetscape appearance within the Addition. The Architectural Control Committee may approve an alternative frontage design where, in its sole discretion, strict compliance is impracticable due to lot configuration, topography, or architectural design considerations, provided that the proposed design is consistent with the overall intent of these Covenants and achieves a comparable visual effect.

The Architectural Control Committee may approve alternative material compositions where, in its judgment, the proposed design satisfies the aesthetic intent of these Covenants and is compatible with the character of the Addition. The front elevation of each residence shall incorporate a combination of exterior materials, which may include, but are not limited to, stone, masonry, wood, vertical or perpendicular siding, or other complementary materials approved by the Architectural Control Committee, in order to enhance architectural interest and visual variety within the Addition.

8. Each single-family residence constructed within the Addition must comply with City of DeWitt building codes and ordinances.

9. Construction of a dwelling on each lot in the Addition must begin within 12 months of the closing date for the purchase of the respective lot.

10. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in said Addition shall at any time be used as a residence, temporary or permanently, nor shall any structure of a temporary nature be used as a residence.

11. Motorcycles, three-wheel all-terrain vehicles, company 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.

12. 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.

13. Firewood may be stored on any lot only in such a manner that in no way becomes unsightly to the immediate surrounding lot owners.

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

15. No noxious or offensive trade shall be carried on 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.

16. The installation and maintenance of sidewalks within said addition shall be the responsibility of the individual lot owner.

17. 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 lights are not permitted within said Addition: Mercury vapor lights and insect control lights or devices.

18. No television or radio towers, except normal rooftop television antennas 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 public street shall be allowed in said Addition.

19. No lot within said Addition may be subdivided or replatted, except by the Declarant-owner, Silver Creek Development, LLC.

20. 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. No pet structures, including, but not limited to, kennels, dog runs, or dog houses, shall be permitted.

21. No lot shall be used or maintained as a dumping ground for rubbish, trash, grass, clippings, 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.

22. The owner of each lot, vacant or improved, shall keep the respective lot free of weeds and debris.

23. 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 single-family residence in the Addition. Full sodding or seeding of frontage shall be two feet behind the front-most structure prior to occupancy. There shall be a minimum of one tree per lot in a uniform location within one-year of occupancy.

24. 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 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. "Mow it high and let it lie"; 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 at the Clinton County Landfill; H) Clean up after pets as pet waste can contaminate surface water.

25. 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 Addition 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.

26. Invalidation 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.

27. This Declaration shall be governed by and construed under the laws of the State of Iowa.

28. Failure to enforce any covenant or restriction herein shall not be deemed a waiver of the right to enforce the same or any other covenant or restriction at any time thereafter.

29. 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 owner of a lot located in the Addition who renews said Restrictive Covenants pursuant to Iowa Code Section 614.24, or as may be amended from time to time.

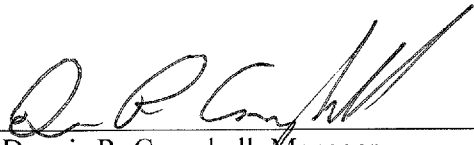
30. The Declarant reserves the right to revise and amend these Restrictive and Protective Covenants until all of the lots in the Addition have been sold and occupied. The Restrictive and Protective Covenants may be amended during the first 21-year period by an instrument signed by not less than owners of 90% of the Lots and thereafter by an instrument signed by not less than owners of 75% of the Lots.

31. 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 Declarant to the several owners for the several lots in this Addition and to their heirs and assigns, and to the City of DeWitt, Clinton County, Iowa. In the event any person, persons or entity who may at any time own or occupy any lot or lots in said Addition shall violate or threaten to violate any covenants or covenants herein, any other person or persons owning a lot or lots in the 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.

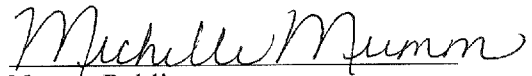
Wherefore, these Covenants, Conditions, and Restrictions are entered into on May 14, 2026.

SILVER CREEK DEVELOPMENT, LLC

By 
Dennis R. Campbell, Manager

STATE OF IOWA, CLINTON COUNTY, SS:

On May 14, 2026, before me, a Notary Public in and for said county, personally appeared Dennis R. Campbell, to me personally known, who being by me duly sworn did say that he is the Manager of said Silver Creek Development, LLC, a limited liability company and that said instrument was signed on behalf of said Silver Creek Development, LLC by authority of its managers and the said Dennis R. Campbell acknowledged the execution of said instrument to be the voluntary act and deed of said Silver Creek Development, LLC as voluntarily executed.


Notary Public

