

2025-017756
RECORDED: 09/11/2025 02:24:33 PM
RECORDING FEE: \$122.00
IOWA E-FILING FEE: \$3.00
COMBINED FEE: \$125.00
REVENUE TAX: \$0.00
RITA A. VARGAS, RECORDER
SCOTT COUNTY, IOWA

**DECLARATION
OF
RESTRICTIVE AND PROTECTIVE COVENANTS
FOR
BLACKSTONE 1ST ADDITION,
(An ADDITION TO THE CITY OF BETTENDORF, IOWA)**

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FOR DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS
BLACKSTONE 1ST ADDITION

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DECLARATION
OF
RESTRICTIVE AND PROTECTIVE COVENANTS
FOR
BLACKSTONE 1ST ADDITION
(An ADDITION TO THE CITY OF BETTENDORF, IOWA)

WHEREAS, Blackstone Property Holdings, LLC, ("BLACKSTONE PROPERTY HOLDINGS, LLC") ("Declarant"), is the owner and developer of certain real estate in the City of Bettendorf, Scott County, Iowa, which is subject to the Plat of Subdivision dated June 13, 2025, and filed on July 17, 2025, as Document Number 2025-013605 in the office of the Recorder of Deeds of Scott County, Iowa (the "Plat") and legally described as follows:

Lots 1 through 49, Inclusive, Outlots A-J, Inclusive, Lot 100 and Lots A-C, Inclusive in the Final Plat of Blackstone 1st Addition, in the City of Bettendorf, Scott County, Iowa. (the "Properties").

Lot 101 in the Final Plat of Blackstone 1st Addition, in the City of Bettendorf, Scott County, Iowa is intentionally excluded from these Covenants and shall not be subject to said restrictions and covenants found within.

Declarant hereby declares that all of the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions of the Covenants, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Properties. These Covenants shall run with the real estate, shall be binding on all parties having or acquiring any right, title or interest in the Properties or any part thereof, the Properties shall be held, sold, conveyed and occupied subject to the Covenants, and shall inure to the benefit of each owner of the Properties.

ARTICLE I: DEFINITIONS

1. "Association" shall mean and refer to THE BLACKSTONE HOME OWNERS' ASSOCIATION, INC., an Iowa nonprofit corporation, its successors and assigns.
2. "Properties" shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
3. "Common Areas" shall mean those improvements, equipment, and amenities owned by the Association for the common use and enjoyment of the Members of the Association, including but not limited to the subdivision entrance signs; the subdivision entrance landscaping improvements; park; trees; all of the following outlots identified on the Plat: Outlots A-J, inclusive; benches, sprinkler systems and landscaping and waterways.

4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of plat of the Properties with the exception of the following Lots: the Common Areas, Lot 101 and Lots A, B and C.
5. "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The Owners shall hold membership in the Association.
6. "Declarant" shall mean BLACKSTONE PROPERTY HOLDINGS, LLC, their successors and assigns.
7. "Developer" shall mean the same as "Declarant".
8. "Member" shall mean and refer to every person or entity who holds membership in the Association.
9. "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.
10. "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.
11. "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.
12. "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.
13. "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.

14. "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.
15. "Dwelling" shall mean any Building that contains a dwelling unit with permanent provisions for living, sleeping, eating, cooking and sanitation that is intended to be occupied for living purposes.

ARTICLE II: BUILDING RESTRICTIONS

1. Land Use and Building Type. Each Lot shall only be used for Single Family Dwelling purposes. Each residence shall have a private garage attached thereto. No Lot as platted shall be subdivided so as to permit the erection of more than one Dwelling.
2. Garages and Prohibition on Sheds or Detached Buildings. A minimum of a 2-car garage for the sole use of the Owners or occupants of the Dwelling. A maximum of 4 single car garage doors or 2 double garage doors will be permitted. Additional carriage house detached may be allowed where room permits, on case by case at the discretion of Declarant. Maximum size for a single door shall be (10) feet wide and ten (10) feet in height.

Except for carriages houses as described in this section, no sheds or detached outbuildings of any kind shall be built on any Lot subject to this Declaration.

3. Building Height. No Dwelling shall be erected, altered, or placed, which is more than two and one-half Stories or 28 feet in height, whichever is lesser, unless a greater height is permitted by the City of Bettendorf.
4. Dwelling Quality and Size. It is the intent of these covenants to assure that all Dwellings shall be of a substantial quality, design, workmanship, and materials. All Dwellings shall be constructed in accordance with these covenants and the applicable municipal ordinances. The Dwelling size, material and architecture should blend with remaining homes. The Declarant/Developer may at Declarant/Developer's discretion accept or reject any home design or placement of a home on a Lot.
5. Architectural/Building Committee.
 - (a) Composition. During the building phase the Declarant/Developer is the Architecture/Building Committee. When Developer turns over control of the Association, the timing of which is up to Developer, in Developer's sole discretion, the Architectural Committee shall be composed of three individuals appointed by the Developer, thereafter voted on by the Association. The Architectural

Committee by majority vote may designate a representative to act on its behalf and with its full authority. In the event of the death or resignation of any member of the Architectural Committee the Association will designate a replacement member. Neither the members of the Architectural Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Declaration.

- (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 elevation by the Declarant or Architectural Committee, as applicable, as to conformity and harmony of external design and quality workmanship and materials with existing Structures and with respect to topography and finished ground.
 - (c) Procedure. The required plans, specifications and plot plan shall be submitted in duplicate with one copy remaining with the Declarant or Architectural Committee, as applicable. The Declarant, or Architectural 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 Committee before the commencement of construction.
- 6. Solar Panels. No ground installation of solar panels shall be allowed. Any use of solar panels must be approved in writing and in advance by the Declarant and the Architectural Committee and must be mounted on the roof of the house. All solar panels must blend in with the roof in an aesthetically pleasing way and must lie flat against the roof.
 - 7. Yard Area and Landscaping. Developer reserves the right to determine Yard Area and Landscaping Requirements. The yard of any completed Dwelling must be seeded or sodded as soon as it is practical and possible to do so. Any landscaping plans shall be first approved in writing by the Developer/Architectural Committee. Yard area and landscaping shall also comply with the Zoning Ordinance of the City of Bettendorf, as amended from time to time. Specific Yard Area and Landscaping Requirements determined by neighborhood.
 - 8. New Construction. Any Dwelling constructed on any Lot shall be new construction.
 - 9. Municipal Sidewalks. Sidewalks along any adjacent public right-of-way shall be installed by the Owner of each Lot at his, her, their, or its own cost and expense in conjunction with the construction of any Dwelling. Sidewalks shall be constructed to City of

Bettendorf specifications and shall not be constructed with anything other than regular concrete, and exposed aggregate shall not be allowed.

10. Private Pools and Hot Tubs.

- (a) Private Pools. No swimming pool shall be constructed unless first approved by the Developer/Declarant/Architectural Committee, which shall include, but not be limited to, the placement and elevation of swimming pool. Any swimming pool must be constructed below the ground elevation. Swimming pools shall include either a pool safety cover approved by the City of Bettendorf; or, alternatively, an approved four (4) foot high fence in writing by the Developer/Architectural Committee and subject to the approval of the City of Bettendorf.
- (b) Hot Tubs. Hot tubs are considered recreational equipment and shall be allowed consistent with the requirements of these Covenants, including but not limited to, the requirements described in the "Playground, Recreational Equipment and Structures" section of these Covenants.

11. Fences.

- (a) All fencing must have prior approval by the Declarant/Developer/Architectural Committee.
- (b) All fences must be the width of home. No fences from side Lot line to Lot line. Fence height shall not be greater than a maximum of five (5) feet high.
- (c) Except for decorative fencing to blend/accent architecture of the house (which may be black aluminum, brick, stone or stucco), fences are only permitted in rear of home and shall be black aluminum.
- (d) All fences shall have a minimum of one double gate, five (5) feet wide, to allow entrance of mowers. Additional gates are optional.
- (e) The type of fence required shall be black aluminum smooth top three rail, or such other fencing that may be approved by the Declarant and/or Architectural Committee, as applicable.
- (f) Electric, buried dog fences are permitted from Lot line to Lot line, front & rear yards.

12. In Ground Pool Fencing. In ground pool fencing must be four (4) feet high in accordance with City of Bettendorf ordinances, black aluminum smooth top three rail fence, or such

other fencing that may be approved by the Declarant and/or Architectural Committee, as applicable. The width of home in-ground pool fencing may extend past fifty (50) feet from rear of with Association or Declarant approval.

13. Compliance. Use of all Lots shall comply with the zoning Ordinance of the City of Bettendorf and as amended from time to time.
14. Garbage and Recycling Bins. 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.
15. Drones. Drone flying may be used by Developer/Declarants for pictures of fronts of homes, topographical and for advertising purposes.
16. Driveway. Access driveways for vehicular travel from the property line to the Building shall be constructed of concrete.
17. Preservation of Natural Habitat. Each Lot Owner shall preserve all existing trees, prairie grass, bushes, and natural habitat shall be protected and preserved in their native state as much as possible, except as the same may interfere with the Dwelling area.
18. Declarant Not Neighborhood "Police". The Declarant (Developer/Declarant) and/or the Builder will not be the "police" for the neighborhood. Neighborly issues not covered by these Covenants must be settled by and between neighbors.
19. Pool House Requirements. Any pool house constructed on any Lot must be finished with the same materials as the Dwelling located on that Lot.
20. Building Exterior Requirements by Neighborhood. Each Neighborhood shall fit with specific aesthetic requirements, including but not limited to, the following:
 - (a) It is the intent of these covenants to assure that all Dwellings shall be of a substantial quality, design, workmanship, and materials. All Dwellings shall be constructed in accordance with these covenants and the applicable municipal ordinances. The Dwelling size, material and architecture should blend with remaining homes. The Builder/Developer may at his discretion accept or reject any home design or placement on site.

ARTICLE III: SPECIFIC USE, USE RESTRICTIONS, RULES AND REGULATIONS

1. Type of Use. Each Lot shall only be used for Single Family Dwelling purposes. No activity shall be carried on upon any Lot which would constitute a nuisance of an unreasonable disturbance to persons occupying adjacent Lots.
2. Suppression of Nuisances. The Board shall have the right, power and authority to establish reasonable rules and regulations for the prevention and suppression of nuisances, including noises, odors, unsightly or dangerous conditions, or otherwise.
3. Rules and Regulations. The Association may adopt additional rules and regulations governing the use and occupancy of the Buildings and Lots, which may include, but not be limited to, the establishment of fines for violations of these Covenants. All Owners shall comply with the rules and regulations adopted by the Association.
4. Building and Lot Maintenance. Each Owner shall maintain and keep his/her own Building and Lot in good clean order and repair. Other items visible on the exterior of the any Building shall be subject to the rules and Regulations of the Association.
5. Boats, Trailers, Campers and Recreational Vehicles. All boats, trailers, motorcycles, motor homes, all-terrain vehicles, campers or other recreational vehicles may be parked on driveways and/or city streets for up to forty-eight (48) hours to load, unload and do repairs but thereafter shall be stored or housed inside garages.
6. Temporary Building or Structures. Except as permitted in these Covenants, no structure of a temporary character, including, but not limited to, a trailer, camper, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time, either temporarily or permanently. Temporary buildings or structures used during construction of a Dwelling shall be on the same Lot as the Dwelling and such temporary buildings or structures shall be removed upon completion of construction.
7. Animals, Livestock or Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except for dogs, and/or cats and/or a reasonable number of other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. There shall be no kennels, or dog runs, or any other Structure built or constructed for the purpose of housing animals on any Lot.
8. Dog-runs. No dog runs or any other outside physical structure used to contain pets. Invisible fences, however, may be used. Notwithstanding the foregoing, this paragraph shall not be construed to prohibit the use of "doggie doors" to allow pets free access from garage, four-seasons rooms or decks. It shall be permissible to fence under such deck or four-season room, provided that any such fencing shall be approved by the Developer and/or Architectural Committee, as applicable.
9. Clotheslines. No outside clotheslines.

10. Dumping of Rubbish, Trash or Junk. No dumping of any kind shall occur on any Lots being developed or on any undeveloped Lots or any undeveloped property within or adjacent to the Properties. No Lot shall be used or maintained as a dumping ground for rubbish, nor shall rubbish, trash, dirt, rock, grass clippings, leaves or junk be permitted to accumulate on any Lot. Trash, garbage or other waste shall be kept at all times in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Anyone violating this section shall be responsible for any and all costs associated with the removal of the dumped rubbish, trash, dirt, rock, grass clippings, leaves or junk.
11. Weeds and Debris. The Owner of each Lot, whether said Lot is vacant or improved, shall keep his, her, their, or its Lot or Lots free from weeds and debris.
12. Satellite Dishes. No satellite dishes may be installed on a Lot without the written approval by the Architectural Committee. The Architectural Committee shall have the full discretion concerning the location and size of the satellite dish and may require the Owner to install and maintain landscaping by the satellite dish in order to reduce the unsightly appearance of the satellite dish. Only 18" diameter satellite dishes are allowed and must be installed so that the satellite dish cannot be seen from public street. All satellite dishes must be installed next to or on Dwelling Unit, not on roof. All cords must be secured and hidden when possible. Disputes will be settled and finalized by the Declarant and/or Architectural Committee, as applicable.
13. Signs. 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. Signs of any size displayed by the Developer relating to the Common Areas or other signs necessary for Developer to develop the Properties are permissible at any time.
14. Vehicles. Lot Owners shall park vehicles in their own garages, driveways and in front of their own homes. In addition, the following restrictions shall apply:
 - (a) Extended Parking on City Streets Is Prohibited. No Lot Owner or any tenant, guest, invitee or licensee or anyone associated with Lot Owner shall allow anyone to park or store any type of vehicle on the city streets of Properties. **NOTE: Any vehicle parked on a city street for more than forty-eight (48) hours is considered by the Bettendorf Police to be an abandoned vehicle. By calling the Bettendorf Police (number as of the date of this Covenants is 563-344-4015), the Bettendorf Police should contact the owner of the vehicle to have it moved. It is the understanding of Declarant that the Bettendorf Police do not identify the complaining caller who requested the vehicle removal.**
 - (b) Unsightly Vehicles Parked on City Street or Owner's Lot Outside on Driveway or Lawn. Declarant, or as applicable, an Association representative, may ask any Lot Owner to remove or store in the Owner's garage any vehicle that has peeling

paint, mismatched body parts, unsightly rust or that is generally in poor or unsightly condition that detracts from or is not consistent with the neighborhood of the Properties.

- (c) Parking of Commercial Vehicles. The parking of commercial vehicles other than in an attached garage is prohibited, except delivery vehicles during periods of deliveries.
 - (d) Unsightly Vehicle Covers. No car, truck, boat, camper, or any other kind of vehicle parked outside shall have any kind of temporary or fitted cover over it.
 - (e) Motorcycles, Bicycles, or Other Two-, Three-, and Multi-Wheeled Vehicles. All motorcycles, semi-tractors, motor bikes, bicycles, all-terrain vehicles, or other single, or multiple passenger recreational vehicles shall only be used on driveways and streets and shall not be driven on the Common Area. Such vehicles shall be stored or placed inside garages or in such areas as specifically designated by the Association for such use.
 - (f) Dismantling or Repairing of Automobiles. Due to the unsightliness and possible annoyance to the other residents of the Properties, 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 Properties shall be permitted.
15. Firewood. Firewood may be stored on any Lot only in such a manner that in no way becomes unsightly to the immediate surrounding Lot Owners. All wood must be stored within ten (10) feet of the residence and cannot be stored on the back or side of Lot lines. Only black or brown plastic covers are permitted.
16. Noise. No Owner may make or permit any noise in such a way as to disturb other Owners. If noise is disturbing other Owners, the noise must be immediately stopped on request. Owners are reminded that everybody lives in close proximity to each other, and a harmonious environment is in the best interests of all the residents.
17. Exterior Lighting.
- (a) Prohibition on Floodlights. Absolutely no floodlights are allowed in the subdivision.
 - (b) General Requirements. All Lot Owners shall install all exterior lighting on any structure or Lot in such a manner that the lights, other than landscape lighting, reflect downward and are shielded such that no direct rays or light from the light source are transmitted onto other Lots or structures within the Properties. The

following lights are not permitted in the Properties: Mercury vapor lights, insect control lights or devises and flood lights. Landscape lighting may use up-lighting, or the lighting may reflect downward such that no direct rays or light from the light source are transmitted onto other Lots or structures within the Property.

18. Playground, Recreational Equipment & Structures.

- (a) Playground equipment, recreational equipment, hot tubs, pergolas, gazebos, patio covers, and other freestanding open-air structures (collectively "Open Structures") are subject to the requirements of this section.
- (b) Any and all Open Structures are subject to the approval of the Declarant/Developer/and/or Architectural Committee, as applicable.
- (c) Any Open Structure failing to meet the requirements of this section must comply with the requirements within 30 days after the Lot Owner's receipt of notice from the Declarant/Developer and/or Architectural Committee that the Open Structure fails to comply. If the Lot Owner fails to comply within 30 days after the notice in this section, the Open Structure must be promptly removed from the Lot as soon as weather conditions allow. The Lot Owner's failure to remove the Open Structure if so, required allows the Declarant/Developer and/or Architectural Committee to remove the Open Structure from the Owner's Lot and assess all costs of such removal to the Lot Owner.
- (d) Playhouses of any kind are not allowed on any Lot.
- (e) Any playground equipment with a roof may not have any side walls. It should be open, or such equipment will be considered a shed, which is prohibited in the Subdivision.
- (f) All Open Structures using materials that require finishing and/or maintenance must be maintained in a condition substantially similar to new condition.
- (g) Open Structures cannot be made of Wolmanized or untreated pine lumber.
- (h) Basketball hoops are allowed on the driveway and backyard. Basketball hoops may not be mounted to the garage. Above ground trampolines are allowed.

19. Holiday Lights, Holiday Decorations, and Decorative Lights. Lights or decorations and holders, clips and fasteners for such lights and decorations may be erected on a Lot in celebration of publicly observed holidays, provided that the Lot Owner follows these guidelines:

- (a) Holiday lights and decorations do not conflict with the Covenants or any amendments to the Covenants.
- (b) Decorations are not inflatable or blow-up type decorations of any kind.
- (c) Holiday lights and decorations do not unreasonably illuminate adjacent Lots or Common Areas.
- (d) Christmas decorations may not be displayed before the observation of Thanksgiving and must be removed 60 days after the holiday. For other holidays, decorations may not be displayed more than 30 days in advance of the holiday and must be removed 30 days after the holiday.
- (e) Decorative lights may be displayed year-round on porches and rear decks in the rear of the Dwelling as part of an entertaining atmosphere, provided that such decorative lights:
 - i. Do not conflict with these Covenants or any amendments to the Covenants.
 - ii. Do not unreasonably illuminate adjacent Lots or Common Areas.

ARTICLE IV: MANAGING STORM WATER RUNOFF

1. Managing Storm Water Runoff. It is the intent of this section to establish continued controls on the grading and drainage, so as not to affect the Lots of adjoining neighbors. Site grading shall be kept to a minimum and all drainage shall be designed to minimize erosion, allow water to soak into the ground and to minimize adverse effects, if any, to the environment.
 - (a) Managing storm water runoff in a positive manner requires participation of everyone: Owners, businesses, and local governments. Each Owner shall follow these guidelines:
 - i. Let down spouts and sump pump hoses must drain in a yard or grassy area, not directly into streets, driveways, sidewalks, or storm sewers; or within five (5) feet of a lot line.
 - ii. Plant trees and shrubs that have low requirements for fertilizer and pesticides.
 - iii. Create rain garden areas or develop swales and wetlands using native vegetation.

- iv. Use mulch or compost on bare ground to prevent erosion and runoff.
 - v. Do not place landscape waste (grass, clippings, leaves, etc.) into waterways, streams, or other drainage ways. Compost yard waste on site or drop off at the compost facility.
 - vi. Minimize the use of lawn chemicals; grass is its own best fertilizer. "Mow it high and let it lie".
 - vii. Do not dispose of household chemicals (paint, oil, antifreeze, etc.) onto the ground, in storm drains. Recycle oil and take chemicals to Household Hazardous Waste drop off at the Scott County Landfill.
 - viii. Clean up after pets as pet waste can contaminate surface water.
 - ix. For more information, go to www.Partners-pscw.com.
- (b) Each Owner shall comply with the following requirements:
- i. Use grading to create swales for water runoff on Lot lines as a general rule; where Lots step down, create swales for water to pass from Lot to Lot with a minimum of 1% fall. The original site grading was set up for a minimum grade change.
 - ii. Drainage from side load garage driveways shall either drain to the back of the driveway or utilize a catch basin, if discharged from the side. Drainage or landscaping from each Lot, including driveway down spouts, shall not cause adverse conditions for neighboring site(s).
2. Drainage Easement Maintenance as Provided in the Plat. As more specifically provided in the Plat, all Owners of Lots with drainage easements shall maintain a storm water passageway and shall not restrict the water flow across each applicable Lot.

ARTICLE V: LANDSCAPE REQUIREMENTS

The natural look of the rolling terrain trees, prairie grass, waterways, berms and stone were carefully planned out for the pleasure of the Owners and their guests. This section details the landscaping requirements for the Lots to keep the Properties consistent with this natural look.

1. Finish Grade Drainage, Landscaping, Trees, Sod, Sodding.
- (a) Sod/Seeding. Prior to sodding or seeding of any Lot, the Declarant must approve the finish grade. Lot Owners may choose the type of sod or seeding for their Lot. Declarant recommends low water seeding to save money in insulation and long-

term saving for irrigation. Declarant/Developer must have five (5) business days to approve the finish grade.

- (b) Prairie Grass Overlapping. In some locations the prairie grass will be adjacent to a Lot in common ground or adjacent Lots. It is the intent of the Declarant to have prairie grass for each seeded or sodded yard to overlap in a free-flowing line (not straight) to disguise the Lot line which expands the views to make yards look bigger and natural. Any changes to these free-flowing lines shall require prior written approval from Declarant. For an example of these types of lot lines, please see the lot lines of the homes backed up to the lake in the Copper Ridge Subdivision, located off Devils Glen Road in Bettendorf, Iowa.

- (c) Landscaping. Each Lot will have a minimum allowance budget for front and rear yard foundation plantings, retaining walls, and sod/seeding, depending upon the neighborhood where the Lot is located as described below. "Rock Bushes" which are rocks that are set on top of the ground are not allowed. Owners of Rock Bushes will be asked to remove them. Subject to prior approval by Declarant, rock walls and rock out-cropping's noted in the landscape plan agreed upon by Declarant and Lot Owner may be used.

- i. Lots must conform to the aesthetic of the neighborhood. Landscaping in the front of the Dwellings must have a minimum expenditure of \$4,000.00 and must contain at least one four-inch caliper tree or at least two three-inch caliper trees. Corner Lots must add \$500.00 to the minimum landscaping expenditure, for a total of \$4,500.00 minimum landscaping expenditure.

- 2. Tree Requirements. For the required tree sizes, deciduous tree caliper size is measured 12" above the top of the root ball (no exceptions on size) and evergreens are measured from the bottom of the root ball (while in the ground) to halfway up the new leader at the top of the tree with a minimum of eight (8) feet for evergreens. This section describes the trees required in each neighborhood.

- 3. Existing Trees and Newly Planted Trees in Areas Other Than Owner Lots.

- (a) Existing Tree Requirements. Existing trees shall mean any trees that are on a Lot prior to the start of home construction. Taking down of original existing trees two (2) inches or greater in caliper must have approval by Declarant in writing. Before submitting a tree removal proposal to Declarant, the Owner must obtain a written report from arborist stating that the tree should be removed. Any removal of existing or old growth trees without prior written approval from Declarant shall result in a \$500.00 fine per tree. Existing trees/berm trees are the responsibility of the Lot Owner(s). Trees on berms are warranted for one year after installation and after that time replacement of the trees on berms, as well as watering and keeping alive and in good condition, shall be the Lot Owner's responsibility. If

replacement of a dead, diseased, or damaged tree is not promptly done by the Lot Owner, the Declarant and/or Association may remove the tree and charge a special assessment for such removal to the Lot Owner. DEVELOPER MAKES NO GUARANTY REGARDING ANY OTHER EXISTING TREES AND IF THE EXISTING TREES DIE, IT IS THE OWNER'S RESPONSIBILITY TO REMOVE/REPLACE THEM.

- (b) Newly Planted Trees in Areas Other Than Owner Lots. Newly planted trees on the berms or elsewhere in the neighborhood are Owner's responsibility on the Owners' Lots for replacement if they die one year after installation. The Declarant has kept equipment out of the dripline of trees during the development of the Properties to help with the stress of grading.

- 4. Requirement to Maintain All Lot Landscaping. Except as specifically provided in these Covenants, all Owners shall have a duty to maintain each Owners' specific landscaping for their individual Lots including, but not limited to, promptly cutting down dead branches and/or removing dead trees, removing and/or treating all weeds, trimming trees, regularly pruning tree suckers, removing any parasitic vegetation and or any other general landscaping maintenance required to keep each Lot in good condition.

- 5. Prairie Grass.

- (a) Management of Prairie Grass. It is the intent of the Declarant to enhance the beauty and enjoyment of the neighborhood with native prairie grass, trees, bushes and other natural landscaping. Prairie grass is native to Iowa. Prairie grass takes approximately 5 years to establish, after that time, only weed control is needed. For care other than some occasional weeding, prairie grass will go through stages in the first and second year of sometimes looking similar to a weed patch. During the second through fourth years after planting, prairie grass will have some thatch looking grass. After the initial planting, weeds must be sprayed with an herbicide weed killer when needed (Trimac or Triplet) to ensure the prairie grass is not affected by either the Declarant or Association, as applicable. It is also highly advisable that each Owner pull any weeds in the prairie grass that appear on that Owner's Lot to keep the landscaping aesthetically pleasing for everyone. If there are any bare spots, planting and/or re-seeding of prairie grass is best done in the fall and if that is not possible, then in the spring. Finally, in the fourth and fifth years, prairie grass will be mature prairie. Declarant has pictures of grass stages available for review upon request. Prairie grass is beneficial because it is good for the environment, has natural beauty, adds habitat, no watering is required after the third year, and no fertilizing or mowing is needed.
- (b) Prairie Grass may not be mowed by Lot Owners. Prairie grass shall be planted to the bottom of the berms and on common ground in a non-straight line (not following Lot lines). This prohibition on a straight line is to create a natural setting with a rural look where Lot Owners may, at the Lot Owner's choice, have sod, seed

or additional prairie grass as they landscape their Dwelling. No additional trees, bushes or flowers may be added to the prairie grass areas without approval by Declarant or Association, as applicable.

- (c) Prairie Grass Easement. The Declarant, for itself and on behalf of all the future Owners of the Lots, hereby grants, bargains and conveys to the other Owners of the Lots a non-exclusive, appurtenant and perpetual ingress and egress easement and right-of-way to each of the Lot Owners and each of the Lot Owner's agents, employees, contractors, representatives, lessees, licensees, servants, and successors and assigns, over, upon and across all the prairie grass areas for the purpose of repairing, maintaining or replacing any of the prairie grass areas. The easements, restrictions, obligations, covenants and agreements set forth in this section are intended to be and shall be construed as covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns of party who becomes Owners, respectively, of the respective Lots. The Association shall have the right to control the weeds on the prairie grass areas and take any actions necessary to do so, including, without limitation, spraying and/or treating the weeds on the prairie grass areas using any methods chosen by the Association in its discretion consistent with applicable law.
6. Gardens. Gardens are permitted in the rear of the yard not adjacent to the street. They may be no larger than 150 square feet in size with a minimum of 10 feet from side and rear lot lines. Raised gardens are to be approved by Association Board of Directors and reapproved every five years to remove unsightly/unused gardens. Suggested materials included cedar 2x12's, synthetic wood, stone, and landscaping block and must be approved by the Association architectural committee. The Association Board of Directors reserves the right to approve/deny/remove any raised gardens based on aesthetics and impact on neighbors. Temporary fences and posts may be used and must be no higher than four (4) feet tall and be dark green or black in color. Vegetation must be cut down at the end of each season and properly disposed of.

ARTICLE VI: ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Every person or entity who is an Owner of a fee or undivided fee interest in any Lot which is subject to covenants of record to assessment by the Association, including contract Sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.
2. The Association shall have two classes of voting membership as follows:

- i. CLASS A. Class A Members shall be all Owners with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by this Article. When more than one person or entity holds such interest in any Lot, all such persons or entities shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote to be cast with respect to any Lot, and no fractional votes shall be cast with respect to any Lot.
 - ii. CLASS B. The Class B Member shall be the Declarant and/or any Builder in possession of the Lot. The Class B Member shall be entitled to 49 votes for each Lot in the Properties in which any Declarant holds the interest required for membership required by this Article, provided that the Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership. For further clarification, any Lots transferred to a Builder by Declarant, including but not limited to, Lots owned by Aspen Homes, L.C. and Windmill Design Build, Inc. shall be counted as a Declarant Lot for purposes of Class B membership.
3. Declarant Providing Services on Behalf of the Association. Until the Declarant forms the Association and turns the Association over to the Owners, the timing of which shall be determined by Declarant in Declarant's sole discretion, Declarant will contract for and/or provide the Association services described in this Declaration. To perform these duties Declarant is entitled to a management fee that is customary for such services in this geographic area. All the assessment fees collected by Declarant are to cover Declarant's expenses and costs for providing such services outlined in this Declaration. Therefore, at the time the Association is turned over to the Owners by Declarant, Declarant shall not owe the Association any additional assessments or fees collected by Declarant prior to the time the Association is turned over to Owners. Effective as of the date the Association is turned over to the Lot Owners, the Association shall be obligated to begin collecting assessments to cover the Association's obligations under this Declaration.

ARTICLE VII: COMMON AREAS AND CITY AREAS

1. Common Areas. There shall be no obstruction of the Common Areas. Nothing shall be stored in the Common Areas by Owners without the prior written consent of the Association. Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
 - (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas and the right of the Association to charge reasonable fees for the operation, insurance,

maintenance, repair, management, and replacement of the Common Areas. The Association shall be responsible for Common Area berm maintenance. The Owner of each improved Lot shall be assessed a proportionate share of these fees. Any and all other costs associated with the berms shall be the sole responsibility of the individual Lot Owner.

- (b) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and any recreational facilities and in aid thereof to mortgage the Common Area;
 - (c) The right of the Association to suspend the voting rights and right-to-use of recreational facilities by an Owner for any period during which any assessment or monthly installment thereof, against his, her, their, or its Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and
 - (d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Owners or their proxies has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Owner not less than thirty (30) days nor more than sixty (60) days in advance; and
 - (e) The right of the Association to adopt reasonable rules and regulations for the use of the Common Area and facilities thereon.
 - (f) The deeds conveying the Common Areas shall contain a covenant that the Common Areas will be held by the Association for open space and recreational purposes only.
2. Delegation. Any resident Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family. Any non-resident Owner must relinquish his right of enjoyment to the Common Area and facilities to the Owner's permitted tenants or permitted contract purchasers who reside on the Lot.
3. Title to the Common Areas. The Declarant hereby covenants for Declarant and Declarant's successors and assigns, that Declarant will transfer Ownership and title to the Common Areas (other than areas dedicated to the City of Bettendorf for street purposes and the lift station) to the Association at a time to be determined by Declarant, in Declarant's sole discretion.

4. City Maintained Lots. As described on the Plat, Lot 100, which is a lift station and Lots, A, B and C, which are all streets, shall be maintained by the City of Bettendorf.
5. Outlot Identification. Outlot A has the intended use for Mailboxes, sign and open space; Outlot B has the intended use for open space/future row; Outlot C has the intended use for a detention basin and open space; Outlot D has the intended use for public sidewalk and sanitary sewer; Outlot E has the intended use for a detention basin and open space; Outlot F has the intended use for a floodway parcel; Outlot G has the intended use for drainageway and open space; Outlot H has the intended use for a detention basin; Outlot I has the intended use for a floodway parcel; and Outlot J has the intended use for future development.
6. Lot 101. Lot 101 in the Final Plat of Blackstone 1st Addition, in the City of Bettendorf, Scott County, Iowa is intentionally excluded from these covenants as it is being transferred to Wells Ferry Storage LLC.

ARTICLE VIII: COVENANT FOR ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Improved Lot owned within the Properties hereby covenants, and each Owner of any improved Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association Annual Assessments and Special Assessments, such assessments to be established and collected from time to time as hereinafter provided. The Annual Assessments are to be the source of funds for operation, insurance, maintenance, and repair of the Common Areas, while the Special Assessments are to be the source of funds for replacement or enhancement of the Common Areas. The term "Improved Lot" shall mean any Lot having a building erected thereon and ready for occupancy as shown solely by the issuance of an occupancy permit for such building by the City of Bettendorf, Iowa. The Annual and Special Assessments, together with interest, costs and reasonable attorney's fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment together with interest, costs and reasonable attorney's fees for collection, shall also be the personal obligation of the person or entity who was Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to the person's or entity's successors in title unless expressly assumed by them. Any Lots owned by Declarant shall not be subject to any assessments under this Declaration.
2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and in particular to provide for the operation, insurance, maintenance, repair, and replacement of the Common Areas as described in this Declaration and to achieve other social and community purposes, and for services and facilities related to these

purposes and related to the use and enjoyment of the Common Areas and for any other item for which the Association assumes responsibility.

3. Special Assessments. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. Such special assessments may be made provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Owners who are voting in person or by proxy at a meeting duly called for this purpose.
4. Notice and Quorum for Any Action for Special Assessments. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to Owners not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast fifty percent (50%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
5. Imposition of Assessments. The Board of Directors of the Association shall, by majority vote, fix the amount and payment terms of and levy the Annual Assessments and any Special Assessments.
6. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all improved Lots.
7. Date of Commencement of Annual Assessments. The Annual Assessments provided for herein shall commence as to all improved Lots on the first day of the month following the initial conveyance of any such improved Lot. The first Annual Assessment shall be paid for and adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the Annual Assessment against each Lot at least 30 days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due date and delinquency date shall be uniformly established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a particular Lot are current or delinquent. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
8. Effect of Non-Payment of Assessments and Remedies of the Association. Any payment not paid within 30 days after the due date shall bear interest from the date of delinquency

at the rate of twelve percent (12%) per annum. Such a delinquency of any payment shall give the Association the right to declare the remainder of the entire Annual Assessment for that year immediately due and payable. The Association may bring any action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot by an action in equity. In any such action, interest, costs and reasonable attorney's fee shall be added to the amount of the delinquent assessment and collected as part of said judgment. In the event of such foreclosure, if the Association waives any and all rights to a deficiency judgment against the Owner, the period for redemption as provided by the statutes of the State of Iowa shall be reduced to six months from the date of foreclosure sale. Any Lot ultimately acquired by the Association through Sheriff's Deed after such a foreclosure shall be sold by the Association within a reasonable time either at public or private sale, and any surplus remaining after the payment of all assessments, interest costs and attorney's fees shall be paid over to the former Owner of said Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his, her, their, or its Lot.

9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed upon any Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien only of such assessments as to payments which become due prior to such sale, or transfer, provided that such sale or transfer shall not extinguish the personal obligation of the prior Owner or his, her, their, or its heirs, successors or assigns, for payment of such assessment. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.
10. Exempt Property. The following property subject to this Declaration shall be exempt from the Assessments in this Declaration: All properties dedicated to and accepted by a local public authority; However, no land or improvements devoted to Dwelling use shall be exempt from the Assessments in this Declaration.
11. Annual Assessments. All Owners must pay the entire annual assessment in one lump sum, on or before February 1 of any calendar year.

ARTICLE IX: GENERAL PROVISIONS

1. Enforcement. Declarant, the Association, or any Owner shall have the right to enforce by any proceeding at law or in equity in all restrictions, conditions, covenants, or reservations now or hereafter imposed by the provisions of this Declaration. The Association shall have the sole right to enforce, by proceedings at law or in equity, the liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.
3. Duration. 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, or as may be amended from time to time.
4. Amendment by Declarant. The Declarant reserves the right to revise and amend the Articles of this Declaration until the last Lot in the Properties is sold to a third party for Dwelling purposes, other than a sale to a Builder, such as Aspen Homes, L.C. and/or Windmill Design Build, Inc. The right to amend includes, but is not limited to, the right to add articles concerning additional but separate developments, the right to make changes to any declaration for any Blackstone subdivision covenants, and/or the right to replat any one or more Lots.
5. Amendment by Owners. 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.

Wherefore, these Covenants, Conditions, and Restrictions are entered into on this 10th day of September, 2025.

BLACKSTONE PROPERTY HOLDINGS, LLC

By D. Craig Windmiller
D. Craig Windmiller, Manager

By Reed S. Windmiller
Reed S. Windmiller, Manager

STATE OF IOWA, SCOTT COUNTY, SS:

On this 10 day of Sept., 2025, before me, a Notary Public in and for said county, personally appeared D. Craig Windmiller to me personally known, who being by me duly sworn did say that he is the Manager of said BLACKSTONE PROPERTY HOLDINGS, LLC, a limited liability

company and that said instrument was signed on behalf of said BLACKSTONE PROPERTY HOLDINGS, LLC by authority of its managers and the said D. Craig Windmiller, Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said D. Craig Windmiller as voluntarily executed.

Joan M. Bryant
Notary Public



STATE OF IOWA, SCOTT COUNTY, SS:

On this 10 day of Sept, 2025, before me, a Notary Public in and for said county, personally appeared Reed S. Windmiller to me personally known, who being by me duly sworn did say that he is the Manager of said BLACKSTONE PROPERTY HOLDINGS, LLC, a limited liability company and that said instrument was signed on behalf of said BLACKSTONE PROPERTY HOLDINGS, LLC by authority of its managers and the said Reed S. Windmiller, Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said Reed S. Windmiller as voluntarily executed.

Joan M. Bryant
Notary Public

