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PATRICK F GILL, AUDITOR AND RECORDER  
WOODBURY COUNTY IOWA

**RESTATED DECLARATION OF PROTECTIVE  
COVENANTS, RESTRICTIONS AND EASEMENTS FOR  
SERENITY POINT, FIRST ADDITION TO THE CITY OF  
SERGEANT BLUFF, WOODBURY COUNTY, IOWA**  
Recorder's Cover Sheet

**Preparer Information:**

Matthew M. Minnihan, 906 9th Street, Onawa, (712) 423-2006

**Taxpayer Information:**

Serenity Point, LLC, 24583 Cypress Avenue, Onawa, IA 51040

**Return Address**

M Minnihan Law Firm, 906 9th Street, Onawa, IA 51040

**Grantors:**

Zachary Terry, as Managing Member of Serenity Point, LLC

**Grantees:**

See Page 2

**Legal Description:** Page 2

**Document or instrument number if applicable:** N/A

**RESTATED DECLARATION OF PROTECTIVE  
COVENANTS, RESTRICTIONS AND EASEMENTS FOR  
SERENITY POINT, FIRST ADDITION TO THE CITY OF  
SERGEANT BLUFF, WOODBURY COUNTY, IOWA**

SERENITY POINT, LLC, an Iowa limited liability company, as the developer and fee owner real property known as Serenity Point, First Addition to the City of Sergeant Bluff, Woodbury County, Iowa, and situated in the County of Woodbury and State of Iowa, legally described as:

**All that part of the East ¼ of Section 32, Township 88 North, Range 47 West of the Fifth Principal Meridian, City of Sergeant Bluff, Woodbury County, Iowa, described as follows:**

**Beginning at the Southwest corner of the Northeast ¼ of the Southwest ¼ of said Section 32; thence North 01°19'20" East along the West line of said Northeast ¼ of the Southwest ¼ for 1004.59 feet to the Southwest corner of Lot 1, Pioneer Valley, a rural subdivision of part of the East ½ of the Southwest ¼ of said Section 32; thence North 89°17'26" East along the South line of said Lot 1 and the South line of Lot 2 of said Pioneer Valley for 224.44 feet to the Southeast corner of said Lot 2; thence North 0°22'39" East along the West line of said Lot 2 for 299.95 feet to the South right of way line of Warrior Road; thence North 89°17'14" East along said South right of way for 60.00 feet to the Northwest corner of Lot 3 of said Pioneer Valley; thence South 0°22'39" West along the West line of said Lot 3 for 299.96 feet to the Southwest corner of said Lot 3; thence North 89°17'26" East along the South line of said Lot 3 and the South line of Lot 4 of the sold Pioneer Valley for 736.98 feet to the Northwest corner of lot 5 of sold Pioneer Valley; thence South 0°23'29" West along the West line of sold Lot 5 and the West line of Lot 6 of sold Pioneer Valley for 199.51 feet to the Southwest corner of said Lot 6; thence North 89°24'52" East along the South line of said Lot 5 for 224.79 feet; thence South 0°23'11" West for 60.00 feet to the North line of Lot 7 of said Pioneer Valley; thence South 89°24'52" West along said North line for 224.80 feet to the Northwest corner of said Lot 7; thence South 0°23'29" West along the West line of said Lot 7 and the West line of Lots 8, 9, 10, 11, 12, 13 and 14 of said Pioneer Valley for 523.82 feet; thence North 87°34'02" West for 15.21 feet to the Southeasterly line of a 50.00 foot wide pipeline easement; thence South 41°38'25" West along said Southeasterly line for 907.16 feet; thence North 28°08'06" West for 382.12 feet; thence North 0°21'28" East for 408.25 feet; thence South 89°30'26" West for 224.00 feet to the point of beginning.**

**Said described parcel contains 32.39 acres, more or less.**

These Covenants are intended to correct and replace the previously recorded Protective Covenants, Restrictions and Easements for Serenity Point, Phase 1, Sergeant Bluff, Woodbury County, Iowa, dated April 11, 2017, and recorded with the Woodbury County Recorder on April 14, 2017, in Roll 752, Image 2990-2996.

Furthermore, these Covenants are intended to supplement applicable city and county zoning regulations. In addition to complying with these Covenants, the owners of the lots must also comply with applicable zoning regulations to the extent those regulations are more restrictive than these Covenants.

## ARTICLE ONE - LAND USE AND BUILDING TYPE

1. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height. If grantee purchases two contiguous lots, grantee may, at grantee's election, erect only one single family dwelling centered on the two-lot parcel provided that the dwelling is erected upon part of each contiguous lot and is otherwise in conformance with these covenants. No commercial activity is allowed in or about any dwelling. No time-sharing of any residence shall be allowed. Such dwelling may have an attached, minimum 2-car garage. Furthermore, no lots shall be further subdivided, except by revision or modification of these protective covenants and restrictions in accordance with Article Eleven herein.

2. Within twenty-four (24) months from the date any grantee acquires title to an unimproved lot in this Subdivision from SERENITY POINT, LLC, the grantee or his or her heirs or assigns shall have commenced construction of a residence on the lot. Within thirty (30) months from the date any grantee acquires title to such lot, the grantee or his or her heirs or assigns shall have completed the exterior of the structure and the landscaping. If construction of a residence has not commenced on any lot within twenty-four (24) months or the exterior of the structure and the landscaping is not completed within thirty (30) months from the date SERENITY POINT, LLC conveyed title to the unimproved lot, SERENITY POINT, LLC, its successors and assigns, shall have the right and privilege of repurchasing the lot equal to ninety (90) percent of the price paid to SERENITY POINT, LLC, for the lot.

## ARTICLE TWO - DWELLING REQUIREMENTS

1. All residential construction on any one lot or combination of lots of the subdivision shall have a minimum of 1,650 square footage of living area, exclusive of porches, breeze ways, basements, patios, and garages. Multi-level residential construction shall have a minimum of 1,200 square footage of main floor living area, exclusive of porches, breeze ways, basements, patios, and garages.
2. All homes are to be above ground and basements are required on all homes.
3. All residential construction shall have a block foundation or poured wall foundation, the top of which shall be at least three (3') feet above the back of the curb on the front lot line.
4. No modular, mobile or earthen homes shall be allowed.
5. No dwellings or garages of any kind shall be moved onto the property.
6. No more than one outbuilding will be permitted on each lot and it shall not exceed 600 square feet and the architectural design of the outbuilding shall conform to the design of the dwelling.
7. Outdoor lights for garage, yard, or other shall be so shielded as not to create a glare on other lots.
8. All waters from the roofs of each dwelling shall be discharged into the street or front or rear yards of the property and shall not be discharged so as to flow upon or across the land of any other lot owner except as provided for on the final plat.

9. All fences shall be maintained as wooden, vinyl, or wrought iron and no chain link, wire or barbed wire, or any other type of metal fence shall be constructed.

10. All mailboxes shall conform to the postal requirements as provided by the United States Postal Service in terms of height, size of box, and distance from the street.

11. No windmills or window air conditioners are permitted.

12. All dwellings, garages and accessory buildings shall incorporate brick, stucco or natural stone in the facade.

### **ARTICLE THREE - BUILDING LOCATION**

1. No building shall be located nearer than thirty (30) feet to the front lot line, nor nearer than 7.5 feet to any interior lot line, nor nearer than twenty-five (25) feet to any rear lot line. However, if grantee purchases two contiguous lots, the interior lot line set back requirements, as between the two contiguous lots, shall not apply if grantee erects a single-family dwelling centered upon the contiguous two lot parcel.

2. The total structure including the garage shall be centered on the lot as measured from the side lot lines. However, if grantee purchases two contiguous lots and erects a single-family dwelling upon part of each contiguous lot, the total structure including the garage shall be centered on the contiguous two-lot parcel as measured from the side lot lines of each contiguous parcel.

3. For the purpose of this covenant, eaves and steps shall not be considered as part of a building. However, this shall not be construed to permit any portion of eaves or step on a lot to encroach upon another lot.

### **ARTICLE FOUR - EASEMENTS**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structures, planting or other materials shall be placed or permitted to remain which any damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public utility company is responsible.

### **ARTICLE FIVE - NUISANCES**

1. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

2. No permanent on street parking shall be allowed. When possible, motor vehicles shall be parked in garages and in driveways at all times. No recreational vehicles, campers, boats or similar vehicles shall be parked on premises for a period exceeding 72 hours, unless garaged.

3. The owner of each lot shall keep the lot free from weeds and debris whether the lot is improved or unimproved.

#### **ARTICLE SIX - TEMPORARY STRUCTURES**

No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence either temporarily or permanently.

#### **ARTICLE SEVEN - SIGNS**

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

#### **ARTICLE EIGHT - LIVESTOCK AND POULTRY**

No livestock, or poultry of any kind shall be raised, bred or kept on any lots, except that dogs, cats, or other domestic household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

#### **ARTICLE NINE - GARBAGE AND REFUSE DISPOSAL**

1. No part of the individual lots or boulevards shall be used at any time for the storage or abandonment of junked automobiles or other motor equipment. No large commercial trucks may be permanently parked on any lot.

2. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Garbage, rubbish and trash shall not be kept on said premises except in sanitary containers. All incinerators or other equipment used or kept for the storage or disposal of such material shall be kept in a clean and sanitary condition.

#### **ARTICLE TEN - TERM**

These restrictions and covenants are to run with the land and shall inure to the benefit of and be enforceable by the owner of any real estate situated in this subdivision and their respective legal representatives, successors and assigns for a period of twenty-one (21) years from the date these covenants are recorded, after which time said restrictions and covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

#### **ARTICLE ELEVEN - REVISIONS AND MODIFICATIONS**

Any of the protective covenants and restrictions herein contained may be revised or modified by Serenity Point LLC, if Serenity Point LLC still owns one or more of the subdivision lots. If Serenity Point LLC no longer owns one or more lots, then these protective covenants and restrictions may be revised or modified by the affirmative vote of a majority of all the owners of said lots at a special

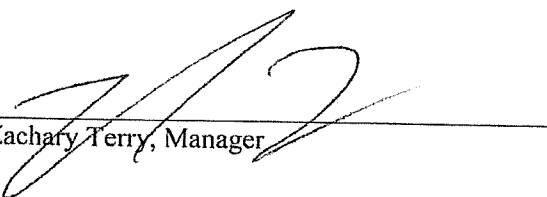
meeting called for that purpose held at a reasonably convenient time and place not less than ten (10) days after written notice of such meeting and its purpose is delivered to the owners or mailed to said owners at their last known address. The notice of said special meeting required herein shall contain a written statement of the protective covenants or restrictions proposed for revision or modification and the proposed revision or modification thereof Each owner shall have one vote for each lot owned by him or her. When more than one person holds an interest in any lot, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. In lieu of casting a vote at such meeting, any owner of any of said lots may indicate his or her approval of any such proposed revision or modification by submitting written approval thereof to the person or persons proposing the revision or modification or their representative prior to said meeting.

### ARTICLE TWELVE - ENFORCEMENT

If there shall be a violation or attempt to violate any of these covenants or restrictions, any person or persons owning any real estate situated in this subdivision may prosecute any proceedings at law or in equity as against the person or persons violating or attempting to violate any such covenant or restriction, and either prevent him, her or them from so doing or to recover damages for such violation.

This Declaration of Protective Covenants, Restrictions and Easements has been signed on this 2<sup>nd</sup> day of November, 2017.

**SERENITY POINT, LLC,**

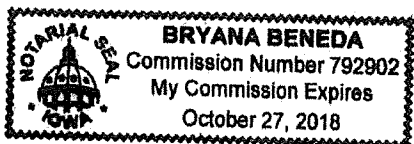
  
By: Zachary Terry, Manager

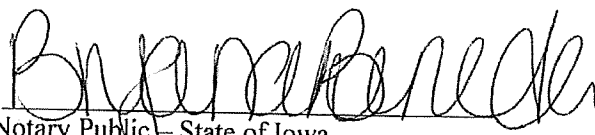
STATE OF IOWA

:SS

COUNTY OF WOODBURY:

On this 2<sup>nd</sup> day of November, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared Zachary Terry, to me personally known, who being by me duly sworn did say that the person is Manager of Serenity Point, LLC, an Iowa limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managing member and the said Zachary Terry acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



  
Notary Public - State of Iowa

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PATRICK F GILL, AUDITOR AND RECORDER  
WOODBURY COUNTY IOWA

**SECOND AMENDMENT TO THE RESTATED DECLARATION  
OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR SERENITY POINT, FIRST ADDITION TO THE CITY OF  
SERGEANT BLUFF, WOODBURY COUNTY, IOWA**

Recorder's Cover Sheet

**Preparer Information:**

Matthew M. Minnihan, 906 9th Street, Onawa, (712) 423-2006

**Taxpayer Information:**

Serenity Point, LLC, 24583 Cypress Avenue, Onawa, IA 51040

**Return Address**

Minnihan Law Firm, 906 9th Street, Onawa, IA 51040

**Grantors:**

Zachary Terry, as Managing Member of Serenity Point, LLC

**Grantees:**

City of Sergeant Bluff

**Legal Description:** Page 2

**Document or instrument number if applicable:** N/A

**SECOND AMENDMENT TO THE RESTATED DECLARATION OF  
PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR SERENITY POINT, FIRST ADDITION TO THE CITY  
OF SERGEANT BLUFF, WOODBURY COUNTY, IOWA**

SERENITY POINT, LLC, an Iowa limited liability company, as the developer and fee owner real property known as Serenity Point, First Addition to the City of Sergeant Bluff, Woodbury County, Iowa, and situated in the County of Woodbury and State of Iowa. This amendment to the restated declaration of protective covenants, restrictions and easements specifically pertain to the following legally described real property located within the established Serenity Point, First Addition to the City of Sergeant Bluff, Woodbury County, Iowa:

**Lots Twenty-Five, Twenty-Six, Twenty-Seven, Twenty-Eight, Twenty-Nine,  
Thirty and Thirty-One (25, 26, 27, 28, 29, 30 and 31), Serenity Point, First  
Addition to the City of Sergeant Bluff, Woodbury County, Iowa.**

This recorded Second Amendment is intended to correct and replace a portion of the previously recorded Restated Protective Covenants, Restrictions and Easements for Serenity Point, First Addition to the City of Sergeant Bluff, Woodbury County, Iowa, dated November 2, 2017, and recorded with the Woodbury County Recorder on November 8, 2017, in Roll 755, Image 9152-9157; and Protective Covenants, Restrictions and Easements for Serenity Point, Phase 1, Sergeant Bluff, Woodbury County, Iowa, dated April 11, 2017, and recorded with the Woodbury County Recorder on April 14, 2017, in Roll 752, Image 2990-2996, as it pertains to the subdivision lots listed above.

The undersigned Grantor is hereby permitted to amend the Covenants, as authorized by the provisions of the original Declaration of Protective Covenants. It is therefore the intent of the Grantor that the following Covenant terms be amended to correct provisions and include additional language to Articles 1, subparagraph 1, as it pertains to the subdivision lots listed above.

**ARTICLE ONE - LAND USE AND BUILDING TYPE**

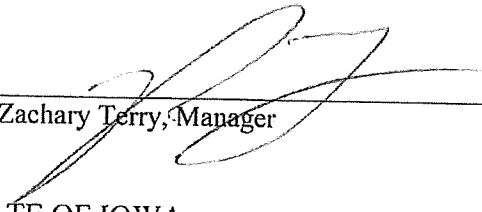
1. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height. If grantee purchases two contiguous lots, grantee may, at grantee's election, erect only one single family dwelling centered on the two-lot parcel provided that the dwelling is erected upon part of each contiguous lot and is otherwise in conformance with these covenants. No commercial activity is allowed in or about any dwelling. No time-sharing of any residence shall be allowed. Such dwelling may have an attached, minimum 2-car garage. Furthermore, no lots, other than Lots 25 thru 31, shall be further subdivided, except by revision or modification of these protective covenants and restrictions in accordance with Article Eleven herein. Duplex or condominium units shall be allowed on Lots 25 thru 31, provided such units otherwise comply with these protective covenants.

Except as expressly provided in this Second Amendment, all of the terms, conditions and provisions of the previously filed Restated Declaration and Restatement of Covenants, are hereby ratified, confirmed and continued in full force and effect.

This Second Amendment to the Restated Declaration of Protective Covenants, Restrictions and Easements has been signed on this 12<sup>th</sup> day of October, 2018.



SERENITY POINT, LLC,

  
By: Zachary Terry, Manager

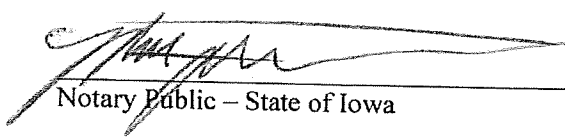
STATE OF IOWA

:SS

COUNTY OF MONONA:

On this 12<sup>th</sup> day of October, 2018, before me, a Notary Public in and for the State of Iowa, personally appeared Zachary Terry, to me personally known, who being by me duly sworn did say that the person is Manager of Serenity Point, LLC, an Iowa limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managing member and the said Zachary Terry acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



  
Notary Public – State of Iowa