

BK: 6496 PG: 330
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County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.32
Combined Fee: \$20.32
Revenue Tax:
Kim Painter RECORDER
Johnson County, Iowa

THIS INSTRUMENT PREPARED BY/RETURN TO: Matthew J. Hektoen, Simmons Perrine Moyer Bergman, PLC, 115 Third St. SE, Suite 1200, Cedar Rapids, IA 52401, (319) 366-7641

**FIRST AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS
OF
TRAIL RIDGE ESTATES – PART 1A, SOLON, IOWA**

This First Amendment to Protective Covenants and Restrictions (the “Amendment”) is made as of the 6 day of July, 2023 by Watts Group Development, Inc., an Iowa corporation (“Developer”).

RECITALS

- A. The Developer made that certain Protective Covenants and Restrictions as of October 5, 2022 and filed December 1, 2022 in Book 6444, Page 612 in the records of the Johnson County, Iowa Recorder (the “Covenants”); and
- B. Section 25 of the Covenants allows the Developer to amend the Covenants at any time as long as Developer owns any Lot, without prior approval from any other Lot owner.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

- 1. Pursuant to Section 25 of the Covenants, Developer hereby amends the Covenants to add the following provisions:

SOLAR COLLECTOR

- 1. Solar Collector. “Solar Collector” means a device or structural feature that collects solar energy and that is part of a system for the collection, storage, and distribution of solar energy.
- 2. Approval. Prior to the installation or construction of a Solar Collector on any Lot, the Lot owner must submit one (1) set of plans and specifications for the proposed Solar Collector to the Developer or its designee for approval. Such plans and specifications shall show the precise placement location of each desired Solar Collector on the rear roof of the house or building. The Developer or its designee shall approve or disapprove of the plans and specifications within a period of ten (10) days after the receipt of all of the above documents. The Developer or its

designee shall have the right to approve or any application for any reason which the Developer or its designee, in its sole discretion, may deem to be in the best interest of the development. Developer's review of submissions is only for the purpose of assuring the character of the Subdivision and shall not be relied upon by anyone as a representation as to the structural soundness, fitness for a particular purpose or compliance with zoning, building, health or safety codes or ordinances, or other restrictions on the construction of said Solar Collector.

3. Uniform Restrictions. To ensure the uniformity of Solar Collectors in the Subdivision, the following restrictions to Solar Collectors shall apply:

A. Solar Collectors are not permitted on Lots 1 through 8, both inclusive, and Lots 56 through 69, both inclusive.

B. All Solar Collectors shall be attached to the rear roof of a house or building. No Solar Collector, or support structures for a Solar Collector shall be installed or located in the yard of a Lot.

C. A Solar Collector shall not protrude from any roof.

D. All Solar Collectors shall be installed so as to minimize visibility from any public street.

E. Solar Collectors may only be erected for residential power use on the Lot it is installed on.

2. Any capitalized term not defined herein shall have the meaning assigned to it in the Covenants.

3. Except for the terms and provisions of this Amendment, all remaining terms and provisions of the Covenants (including all exhibits) shall remain in full force and effect.

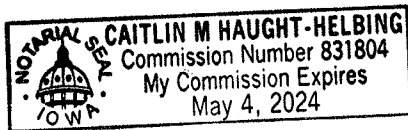
[SIGNATURES ON FOLLOWING PAGE]

WATTS GROUP DEVELOPMENT, INC.
By: *Gary Watts*
Gary Watts, President

Executed July 6, 2023

STATE OF IOWA)
) ss:
COUNTY OF JOHNSON)

This instrument was acknowledged before me on this 6 day of July, 2023 by Gary Watts as President of Watts Group Development, Inc.



[Signature]
Notary Public in and for the State of Iowa
My commission expires: May 4, 2024