

BK: 6444 PG: 612
Recorded: 12/1/2022 at 8:20:54.0 AM
County Recording Fee: \$72.00
Iowa E-Filing Fee: \$4.34
Combined Fee: \$76.34
Revenue Tax:
Kim Painter RECORDER
Johnson County, Iowa

Prepared by and after recording return to:
Matthew J. Hektoen
Simmons Perrine Moyer Bergman PLC
115 3rd St. SE, STE 1200
Cedar Rapids, IA 52401
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**PROTECTIVE COVENANTS AND RESTRICTIONS
OF
TRAIL RIDGE ESTATES – PART 1A, SOLON, IOWA**

These Protective Covenants and Restrictions of Trail Ridge Estates – Part 1A are made and entered into this 5th day of October, 2022, by Watts Group Development, Inc., an Iowa corporation (referred to herein as “Developer” or “Owner”).

WHEREAS, Developer is the titleholder to the following described real estate (the “Real Estate”) located in Solon, Johnson County, Iowa:

See Attached Exhibit A.

WHEREAS, Developer has recorded a final plat (the “Final Plat”) of Trail Ridge Estates – Part 1A (the “Subdivision”), which Subdivision is located on the Real Estate and contains **Lots 1 through 28, both inclusive, and Lots 45 through 69, both inclusive, Trail Ridge Estates – Part 1A, Solon, Iowa according to the recorded plat thereof** (the “Lot” or “Lots”), upon which residential homes may be constructed.

WHEREAS, the Subdivision is also comprised of Outlots A through G, both inclusive (the “Outlots”).

WHEREAS, Developer has designated certain Lots for zero lot line residences and certain Lots for single family residences as follows: (i) Lots One (1) through Eight (8), both inclusive, and Lots Fifty-Six (56) through Sixty-Nine (69), both inclusive shall be limited to zero lot line residences (the “Zero Lot Line Lot” or the “Zero Lot Line Lots”), and (ii) Lots Nine (9) through

Twenty-Eight (28) and Lots Forty Five (45) through Fifty Five (55), both inclusive, shall be limited to single family residences (the "Single Family Lot" or the "Single Family Lots").

Now, therefore, in consideration of one dollar and other valuable consideration, Developer, hereby executes these Protective Covenants and Restrictions for the mutual benefit of those persons who may purchase the Lots, which shall be binding upon all present and future owners of each and every Lot as covenants running with the land and with such force and effect as if contained in each subsequent conveyance of land.

USE AND BUILDING RESTRICTIONS

1. Dwelling Use. All of the Lots shall be known, described, and used solely as single family residential purposes inclusive of duplex and triplex buildings. Accessory buildings shall be allowed only if approved in writing by the Developer. Accessory buildings shall be of the same design as the dwelling located on the respective Lot. The accessory building shall not exceed twelve (12) feet in height, and the total floor area of the accessory building shall not exceed two hundred (200) square feet. No home occupation or profession shall be conducted in any dwelling or accessory building located in the Subdivision. This shall not be construed to prohibit home offices in any dwelling.
2. No Subdivision. No Lot shall be subdivided; provided, however, that two adjoining Lot owners may adjust the common boundary line between the two Lots.
3. Residential Use. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary nature be used as a residence nor shall any building previously occupied be moved upon any Lot.
4. Recreational Vehicles. No camping trailers, motor homes, boats, trailers, snowmobiles, or other recreation vehicles shall be maintained, parked, or kept for more than a forty-eight (48) hour period within sight of road or neighboring homes, or on any Lot for any purpose during any one week period (seven consecutive days). Golf carts may be parked on a Lot, but must be parked inside a garage.
5. Unsightly Vehicles. No inoperable, dismantled, or wrecked motor vehicles, trailers, or machinery or parts thereof, including scrap metal or other scrap materials, commercial vehicles, farm machinery, construction equipment, or similar vehicles and equipment, and non-licensed motor vehicles may be stored on any Lot or the public roads located within the Subdivision unless the same is housed in a garage.
6. Lot Appearance. The titleholders of each Lot, vacant or improved, shall keep his or her Lot free of weeds and debris.
7. Transmission Array. No aerial or antenna for reception or transmission (including satellite dishes, except for a satellite dish no larger than two (2) feet in diameter), or other roof projections, including but not limited to lightning rods, shall be permitted. Any satellite dish shall

be situated on the rear or side of the residence and may not be visible from the street unless authorized in writing by Developer prior to installation. No overhead wiring of any type will be permitted, including wiring to outdoor lighting and/or antenna.

8. Animals and Pets. No animals, livestock or poultry shall be raised or kept within the Subdivision except for usual household pets, provided the same are not kept or maintained for commercial purposes. Pets shall be managed in such a way that they do not interfere with the quiet enjoyment of property by other Lot owners. Pets which continue to make loud noises, damage shrubs or other flora, attack other pets or people shall be considered a nuisance. All pets shall be leashed. Dog runs must be located contiguous to and extend no further than the back side of a dwelling. Dog runs shall not be larger than one hundred twenty (120) square feet. Materials used for fencing and landscaping must be in compliance with Section 19, except that the fence height may extend to six (6) feet.

9. Residence Size Requirements. No structure shall be erected on any Single Family Lot other than one detached single-family dwelling not to exceed two (2) stories in height with no less than a two (2) car garage and a maximum of a four (4) car garage and an accessory building if approved by Developer in accordance with Section 1. No dwelling shall be erected on the Zero Lot Line Lots having an above-ground floor living area of less than one thousand (1,000) square feet in the case of a one (1) story structure or a multi-level, one and one-half (1 ½) story structure or less than one thousand four hundred (1,400) square feet in the case of a two (2) story structure. No dwelling shall be erected on Lots forty five (45) through fifty five (55), both inclusive, having an above-ground floor living area of less than one thousand two hundred fifty (1,250) square feet in the case of a one (1) story structure or a multi-level, one and one-half (1 ½) story structure or less than one thousand six hundred (1,600) feet in the case of a two (2) story structure. No dwelling shall be erected on a Lots nine (9) through forty four (44), both inclusive, having an above-ground floor living area of less than one thousand four hundred (1,400) square feet in the case of a one (1) story structure or a multi-level, one and one-half (1 ½) story structure or less than one thousand seven hundred (1,700) square feet in the case of a two (2) story structure. All garages must be located on the high side elevation of the Lot unless Developer approves in writing an alternative location. Garages, breezeways, screened porches, decks or third story square footage shall not be considered as above-ground floor area.

10. Construction and Site Plan. The following construction and site plan requirements apply to all Lots:

A. No house or other structure shall be moved onto a Lot if the house or other structure was previously erected at another location. No manufactured homes, "Kit" houses, A-frame or dome houses shall be constructed on a Lot. All homes shall be stick-built homes. All applicable provisions of the City of Solon, Iowa zoning ordinances shall be observed. To the extent permitted by the City of Solon zoning ordinances, Developer may approve setbacks of less than those provided where unusual terrain features or unusual circumstances exist. No driveway or parking area may be placed within five feet (5') of any side yard boundary line. Lots nine (9) through twenty nine (29), both inclusive, shall have a thirty foot (30') front yard setback. All residences shall be constructed with minimum low openings as prescribed on the Final Plat.

B. Exterior front surfaces of the dwellings shall be constructed of at least twenty five percent (25%) brick or stone with the remaining front exterior material to be approved by the Developer. Each dwelling shall have a minimum of a two-car garage. All vehicle parking areas, driveways and sidewalks shall be constructed of concrete or brick, and shall be completed within the twelve- month period immediately following issuance of a building permit for the Lot and must comply with City of Solon requirements. Each lot owner shall be responsible for the installation of concrete sidewalks in accordance with the Subdivider's Agreement (or other similar agreement) entered into by and between the Developer and the City of Solon, Iowa and also in accordance with the terms of these Covenants.

C. All dwelling roofs shall be surfaced with a fiberglass asphalt shingle with lifetime limited transferable warranty, or with such other material as approved by Developer. All dwelling roofs must have a minimum pitch of 4/12 (ie. 4" of rise for each 12" of run) and the building plans submitted for approval will show the roof pitch; provided, however, that the foregoing minimum pitch requirement does not apply to shed roofs, dormers or crickets. Other materials and an alternative minimum roof pitch may be approved in writing by Developer prior to commencement of construction.

D. Except for wooded areas of the Lot behind or to the rear of the dwelling, the backyard shall be fine graded and seeded. The front and side yards and the area between the front yard and the public street shall be sodded. Each Owner shall plant in the front yard one hard wood tree, with a minimum trunk diameter of two (2) inches of the following types: *Betula nigra* (River Birch); all Lindens, all maples except silver maple, all oak, and thornless honey locust or other species approved by Developer. Said trees shall be planted by the owner within one hundred eighty (180) days from the date of issuance of an occupancy permit for the Property. Immediately upon obtaining an occupancy permit, weather permitting, each Owner shall install grass sod (not seed) in the front yard and side yards of the Lot. Rear yard must contain a form of vegetation to prevent soil erosion. If seed is not maintained and neighboring lots are disrupted the Developer reserves the right to hire a landscaping company to address the problem at the Lot Owner's expense.

E. Prior to any construction on any Lot, the Lot owner must submit one (1) set of plans and specifications for the proposed dwelling to the Developer or its designee for approval. In addition to plans and specifications for structure, the application shall show the location and type of fences, parking areas, plantings, landscaping, and other relevant matters, including location on the Lot of all proposed improvements the materials to be used and the exterior color scheme proposed. The Developer or its designee shall approve or disapprove the plans and specifications within period of ten (10) days after receipt of all of the above documents. The Developer or its designee shall have the right to refuse approval of 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 structural soundness, fitness for a particular purpose or compliance with zoning, building, health or safety codes or ordinances, or any other restrictions on the construction or property. All plans must meet the drainage requirements for surface water drainage and the continuity of topography within the subdivision

Whenever these Restrictive Covenants require or allow the approval of Developer, such approval shall be at the discretion of Developer in the reasonable exercise of its best judgment and the Developer shall not be liable to any person for the granting or refusal to grant its approval hereunder.

F. Once construction of an improvement on any Lot has commenced, the construction shall be pursued diligently and continuously until full completion. However, in no event, shall the construction process, including landscaping, continue for more than one (1) year after the date construction begins.

G. During construction, it shall be the responsibility of each Owner to ensure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials and that construction materials are kept in a neat and orderly manner. During the course of construction, all building contractors shall keep mud, dirt, debris and building materials off of all subdivision roads and other building lots.

H. As a part of the construction, each Owner shall be responsible to grade, landscape and maintain his Lot in such manner so as to prevent damage which might result to other Lots or common areas as a result of erosion and surface water drainage.

I. The elevation of the top of the foundation of all improvements on a lot shall be a minimum of eighteen (18") above the street curb at the centerline of the Lot. At the discretion of Developer, a lower top of foundation elevation may be approved in writing at the time of review of the site plan by Developer. No more than six inches (6") of any foundation/basement walls may not be exposed on the front elevation of any improvements located on a Lot. Any portion of such walls that may be above grade must be backfilled with dirt and then properly retained with appropriate landscaping retaining wall materials.

11. No Nuisance. No act constituting a nuisance as defined under the provisions of Chapter 657, Code of Iowa, or the common law of Iowa, shall be permitted. Each Owner shall maintain the exterior of the dwelling, fence, lawns and landscaping, walks and driveways, in quality condition and shall cause them to be repaired as the effects of damage and deterioration become apparent. If the Owner fails to properly perform such maintenance, the Developer may, after giving (30) days written notice, effect such repairs and maintenance as it deems necessary to maintain the standards of the Subdivision and the Developer will then assess the Owner for the cost of the repairs or maintenance and may file a mechanic's lien for said repairs or maintenance if not promptly paid by the Owner. The Owner of each dwelling shall be responsible for regularly mowing and maintaining their Lot free of weeds, debris or other waste. All waste shall be placed in sanitary containers having proper fitting lids.

12. Outdoor Lighting. Outdoor lighting, other than soffit lighting and wall sconces, must be approved, in writing, by the Developer. Only decorative poles may be used. No wooden poles will be permitted.

13. Parking. On-street parking will be permitted under normal conditions and use. No vehicle may be parked on a public road in the Subdivision for more than five consecutive days.

14. Trees and Tree Houses. No live tree having a trunk diameter of six inches or more shall be removed without the prior permission of the Developer, provided that the Developer may permit the removal of such trees in connection with the approval of construction on any Lot. Any diseased and dead trees, shrubs and plants shall be removed. No Lot shall contain a tree house.

15. Damage and Restoration. The Owner of any building damaged by fire, windstorm, or other Act of God shall, within ninety (90) days after such event, commence restoration of said building and said restoration shall be completed within (1) year of its commencement. In the event of a total destruction of any building, the Owner shall within ninety (90) days after such event commence removal of the debris and restore the site to a satisfactory condition. Said removal shall be completed within thirty (30) days of its commencement date.

16. Assumption of Obligations. The owner of each Lot shall assume, by acceptance of a Deed for the Lot, the Developer's obligations with respect to such Lot for: (i) soil erosion control on such Lot from and after the delivery of the Deed; and (ii) the easement rights and obligations set forth herein or designated on the Final Plat of the Subdivision, the subdivision proceeds with the City of Solon or any found of record. Such Owner shall cooperate with Developer in obtaining a transfer of any soil erosion control NPDES, CSR or other governmental permit with respect to soil erosion, wetland and other environmental laws, to such Owner or the cancellation or other termination of the permit currently in the name of Developer or its affiliate, and the reissuance of a permit in the name of such Owner. At any time required by Developer, any party accepting a Deed for any Lot or part thereof shall execute the appropriate documentation required by the Iowa Department of Natural Resources, the County of Johnson County, Iowa, or other governmental body to release Developer from responsibility for executing a soil erosion plan (including monitoring and record keeping) as it applies to the Lot for the period of time after the delivery of a Deed for such Lot, and to release Developer from any other obligation for environmental matters for the period of time after delivery of a Deed. Any party that accepts a Deed for any Lot or part thereof who fails to cooperate with Developer, fails to execute documentation to relieve Developer from responsibility for soil erosion or fails to comply with the lawful requirements for control of soil erosion shall be obligated to hold Developer harmless from all liability, costs and expense, including reasonable attorney fees, arising from such failure by such party.

17. Unightly Objects. No unsightly objects or materials, including but not limited to receptacles or containers, shall be stored, accumulated or deposited outside or so to be visible from any neighboring property or adjoining street, except during refuse collection. After a period of two (2) weeks of continued violation, the Developer shall have the right to enter upon the Lot involved and remove such unsightly objects or materials at the expense of the Owner who will be liable for all costs incurred relative thereto.

18. Signage. No signs of any kind shall be displayed to the public view on any Lot except by a sign of not more than four square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction. Excluded from this provision are Subdivision marketing signage as erected by the Developer. All permitted signs must be professionally painted, lettered and constructed.

19. Fences and Pools. No fences will be installed unless the same are poly-covered black chain link fence construction four (4) feet in height. No fence will extend along any boundaries of the front yard. No fence shall extend closer to the front of the dwelling house than the furthest rear corner of said dwelling. Swimming pools must be below ground level and located in the rear yard and may be bordered by a five (5) to six (6) feet high poly-covered chain link fence or other materials approved by the Developer. No above ground pools are permitted on any Lot.

20. Variance. Developer hereby reserves the right to enter into agreements with the owner of any Lot or Lots (without the consent of owners of other Lots or owners of adjoining or adjacent property) to waive or deviate from any or all of the covenants set forth herein. Any such waiver or deviation shall be placed in writing and shall not constitute a waiver of the particular restrictive covenant involved or any other restrictive covenant as to the remaining property in the Subdivision.

21. Zero Lot Line Lots. The following applies to the Zero Lot Line Lots.

A. The common wall connecting the two laterally attached dwelling units shall be a party wall and the owner of each dwelling unit shall have the right to use said wall jointly with the owner of the other dwelling unit as provided by Iowa law, subject to the terms hereof.

B. Except as otherwise provided herein, all elements, including but not limited to utilities, water, sanitary sewer, storm sewer, and driveways, shall be separate utilities and the owner of a dwelling unit shall have no right to use said elements jointly with the owner of the other dwelling unit.

C. Each Zero Lot Line dwelling unit is subject to a reciprocal easement, extending five feet on either side of the common boundary line for utilities, for the benefit of the Zero Lot Line dwelling unit with which it shares a common wall.

D. If the common wall or any element therein, is damaged or destroyed or requires maintenance, repair or replacement for any reason, the owner of each dwelling unit shall be jointly and severally liable for the cost of such maintenance, repair or replacement, except that if repair, replacement or restoration is required because of the sole negligent or willful act or omission of the owner of one of the dwelling units, the cost thereof shall be at such owner's sole expense; provided, however, any sum received from insurance coverage shall first be applied to such repair, replacement or restoration. The owner of a dwelling unit may seek indemnification or contribution from any party responsible for damage or destruction.

E. The owner of a dwelling unit shall not alter or change the common wall (interior decorations excepted) or any of the pipes or conduits located therein without the express permission of the owner of the other dwelling unit.

F. The owner of each dwelling unit shall bear the expense of any repairs or replacement of the roof covering his dwelling unit. Each owner shall make all necessary repairs

and replacements of his dwelling unit at his own expense in order to maintain the interior, exterior and structural portions of the dwelling unit in good condition. The following provisions shall govern exterior repairs or replacement:

(i) The owner of a dwelling unit may replace exterior components of his dwelling unit with similar components of the same design and color but may not, either in the course of ordinary replacement, remodeling or restoration after damage or destruction, employ different siding, roofing material or a different color scheme, for the components of the dwelling unit (including but not limited to the exterior doors and garage door), unless first obtaining the written consent of the owner of the other dwelling unit, which consent may only be given if the variation in siding, roofing material or color scheme is adopted by the owner of the other dwelling unit and if such variation satisfies other restrictive covenants of record.

(ii) If any dispute arises concerning a change of siding, roofing materials, or color scheme, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision of the majority of all the arbitrators shall be final and conclusive of the question presented. If either party refuses or fails to promptly appoint an arbitrator, the same may be appointed by any Judge of the District Court of Iowa in and for Johnson County. Arbitration shall be in accordance of the rules of the American Arbitration Association and the cost thereof shall be shared equally by the parties.

G. The owner of each dwelling unit shall insure his dwelling unit for 100% replacement value and the proceeds of such policy shall be used to repair, replace, or restore the damaged premises to the same condition that existed before the loss. The owner of each dwelling unit shall coordinate his insurance policy on the premises with the owner of the other dwelling unit in order to assure there is adequate coverage for the unit and all other common aspects, including, but not limited to utilities, water, sanitary sewers, storm sewers, easements and driveway. The owner of each dwelling unit shall be insured to the extent of his interest in a dwelling unit and any common aspect and should be named as an additional insured on any insurance policy held by the owner of the other dwelling unit. In addition, the mortgagee of each dwelling unit, if any, shall be designated as an insured to the extent of its interest in the dwelling unit, that portion of the insurance proceeds required to replace or repair said common wall or other common aspects shall be paid over to the mortgagee of each respective dwelling unit and shall be distributed by the mortgagee as required to make the repairs or replacement.

H. If the common wall is destroyed or damaged by fire or other casualty or by physical deterioration, any owner may restore it, and shall have an easement over the other dwelling unit for purposes of making such restoration and the owner of the other dwelling unit shall contribute to the cost of restoration thereof on an equal basis, without prejudice, however, to the right of any owner to call for a larger contribution from the other owner under any rule of law regarding liability for acts or omissions.

I. If any portions of a dwelling unit on any Zero Lot Line dwelling unit shall actually encroach upon any other Zero Lot Line dwelling unit, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other cause, there shall be deemed to be an easement in favor of the owner of the encroaching dwelling unit to the extent of such encroachment so long as the same shall exist.

J. If any repairs, installation or other work is required in the external utility easement area described herein the area shall be returned to the condition prior to such work at the expense of the owner(s) of the dwelling unit(s) benefited by the work. The owner(s) of the dwelling units benefited by the work shall be responsible for the cost of such work, and the cost of repairing damage to the utilities in the easement area and to the dwelling units. All work shall be done in workmanlike fashion by appropriately licensed personnel. The owner of a dwelling unit may seek indemnification or contribution from any party for the cost of the work.

K. The owner of each dwelling unit agrees to indemnify and hold harmless the owner of the other dwelling unit for any mechanic's liens arising from work done or materials supplied to make repairs or replacements for which said owner is responsible.

22. Association. Each owner of a Lot shall automatically become a member of Trail Ridge Homeowners Association, Inc., an Iowa non-profit corporation (the "Association") and shall be subject to assessment to carry out the purposes of the Association. Notwithstanding any other provision of these covenants, Developer shall be the sole voting member of the Association until Developer no longer owns any portion of any Lot, or until Developer waives, in writing, its right to be the sole voting member. Until such time, Developer shall have the right to elect all Directors and to cast all votes as it deems appropriate. Each owner by acceptance of a deed to a Lot shall be deemed to have released Developer from all claims with respect to actions taken while Developer controls the Association or during the development phase.

A. The purpose of the Association is the ownership, maintenance, repair and replacement of the Outlots, cluster mailboxes and storm water management facilities located thereon and the enforcement of this Protective Covenants and Restrictions.

B. Each owner of a Lot who has paid current assessments shall be entitled to one (1) vote on all matters before the Association, provided that each Lot shall have only one vote, regardless of the number of owners. Each lot shall be subject to assessment by the Association in accordance with the Bylaws of the Association.

C. Each and every purchaser shall be subject to an initial assessment upon the purchase of a Lot as determined by the board of directors of the Association in accordance with the terms of the Bylaws of the Association.

23. Enforcement. 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 during their existence, it shall be lawful for the Association or the Developer to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either prevent said person or persons from so doing or for recovery of damages or other dues for such violation. The decision to proceed with enforcement may be made by the

Association or the Developer in their reasonable discretion. The prevailing party in any such action shall be entitled to recover its costs, expenses and reasonable attorney's fees from the other party.

24. Invalidation. Invalidation of any one of these covenants by judgment or court order shall in no way affect of the other provisions which shall remain in full force and effect.

25. Amendment. These covenants may be amended by the Developer at any time as long as Developer owns any Lot, without prior approval from any other Lot owner. Except as set forth in the prior sentence, these covenants may also be amended upon approval of not less than two-thirds (2/3) of the Lot owners, provided however, that so long as the Developer is the owner of any Lot, such amendment shall not be effective unless approved in writing by the Developer. Any amendment to these Covenants shall be recorded in the Johnson County Recorder's Office.

26. Easements. Perpetual easements for utility purposes is reserved on a portion of each Lot as designated on the final plat of the Subdivision. No improvements shall be placed within the easement rights-of-way which in any manner interfere with the installation and maintenance of the utilities within the easement rights-of-way. A perpetual easement is hereby granted in favor of all utility companies servicing the Subdivision and, and their successors in interest and assigns, upon, over and under, along and across the areas designated on the plat of the subdivision as "easements". Each of said utilities shall have the right to install, lay, construct, reconstruct, renew, operate, maintain and remove conduits, cables, pipes, poles and wires, overhead and underground, with all necessary braces, guys, anchors, cross arms, electric lines, insulators and other equipment or appurtenances for the purpose of serving the subdivision and other property with electricity, gas, communication, and cable service; the right to trim, cut down and remove such trees, brush, saplings and bushes that may interfere with the proper construction, maintenance, operation or removal of said facilities, equipment and appurtenances; and the right of ingress and egress for all of the purposes aforesaid. No permanent improvements, fences or trees shall be placed on the areas so designated for utility easement, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved. The owners of Lots shall take title subject to the easements hereby created and subject at all times to the rights or proper authorities to service the utilities and the easements hereby created.

27. Term. These covenants are to run with the land and, except as otherwise provided herein, shall be binding upon all of the owners of Lots and all persons claimed under them for a period of twenty-one (21) years from the date of recording. These covenants may be extended for additional terms of twenty years any time during the current term by any Lot owner filing a Verified Claim with the Johnson County Recorder, at any time prior to the expiration of the then current term in accordance with the requirements of §614.24, Code of Iowa, or its successor. Pursuant to §614.25, Code of Iowa, the filing of such Verified Claim shall cause these covenants to be extended for an additional twenty- one (21) term from the date of such filing.

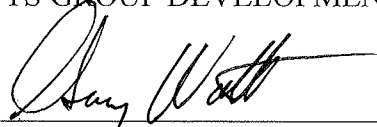
28. Expansion. Developer may, at any time, subject additional property to these Protective Covenants and Restrictions by written instrument filed in the records of Johnson County, Iowa.

29. Limited Applicability. This Protective Covenants and Restrictions will not be binding upon a Lot so long as title thereto remains in the Developer.

[SIGNATURES ON FOLLOWING PAGE]

Dated this 5th day of October, 2022.

WATTS GROUP DEVELOPMENT, INC.

By: 
Gary Watts, President

STATE OF IOWA)
) ss:
Johnson COUNTY)

This instrument was acknowledged before me on this 5th day of October, 2022 by Gary Watts as President of WATTS GROUP DEVELOPMENT, INC.


Notary Public in and for said State
My commission expires 05/04/24

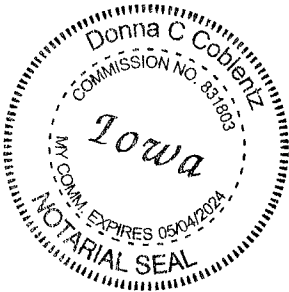


EXHIBIT A

LEGAL DESCRIPTION

BEGINNING AT THE NORTH CORNER (N 1/4) OF SECTION 23, TOWNSHIP 81 NORTH, RANGE 6 WEST OF THE 5TH P.M., JOHNSON COUNTY, IOWA; THENCE ALONG THE NORTH LINE
OF SAID SECTION N89°38'43"W, 558.97 FEET; THENCE S00°21'17"W, 135.00 FEET;
THENCE N89°38'43"W, 10.00 FEET; THENCE S00°21'17"W, 195.00 FEET; THENCE
N89°38'43"W,
270.00 FEET; THENCE N00°21'17"E, 135.00 FEET; THENCE N89°38'43"W, 20.00 FEET;
THENCE S00°21'17"W, 135.00 FEET; THENCE N89°38'43"W, 354.29 FEET TO THE RIGHT OF
WAY LINE OF HIGHWAY #382; THENCE 172.80 FEET ALONG SAID ROW ON A 4411.80
RADIUS CURVE CONCAVE SOUTHWESTERLY (CHORD BEARING N62°02'23"W, 172.79
FEET);
THENCE S60°55'03"E, 1044.39 FEET; THENCE S61°03'01"E, 189.78 FEET; THENCE
N00°55'15"W, 1003.13 FEET TO THE POINT OF BEGINNING.
DESCRIBED AREA CONTAINS 13.80 ACRES AND IS SUBJECT TO EASEMENTS AND
OTHER RESTRICTIONS OF RECORD.
AND
BEGINNING AT THE SOUTHEAST CORNER OF NORTH 1/2 OF SE 1/4 OF NW 1/4 OF
SECTION 23, TOWNSHIP 81 NORTH, RANGE 6 WEST OF THE 5TH P.M., JOHNSON
COUNTY, IOWA;
THENCE N00°55'15"W, 829.02 FEET ALONG THE EAST LINE OF SAID SECTION; THENCE
N61°03'01"W, 135.32 FEET; THENCE N71°31'23"W, 137.53 FEET; THENCE N60°54'15"W,
573.88 FEET; THENCE S29°23'39"W, 161.31 FEET; THENCE S60°36'21"E, 75.00 FEET;
THENCE 39.27 FEET ON A 25.00 RADIUS CURVE CONCAVE SOUTHWESTERLY (CHORD
BEARING
S15°36'22"E, 35.36 FEET); THENCE S29°23'39"W, 314.54 FEET; THENCE 507.89 FEET
ALONG A 970.00 RADIUS CURVE CONCAVE SOUTHWESTERLY (CHORD BEARING
S44°23'39"W,
502.11 FEET); THENCE S59°23'39"W, 58.08 FEET; THENCE N30°36'21"W, 125.00 FEET;
THENCE S59°23'39"W, 61.96 FEET; THENCE N60°36'21"W, 375.27 FEET; THENCE
N62°31'18"W, 94.74 FEET; THENCE N19°43'02"E, 115.05 FEET; THENCE N69°58'40"W, 20.00
FEET; THENCE S19°43'02"W, 115.02 FEET; THENCE N81°07'47"W, 57.18 FEET; THENCE
S89°32'36"W, 330.00 FEET; THENCE S40°55'17"W, 28.22 FEET; THENCE S49°04'43"E, 160.00
FEET; THENCE S40°55'17"W, 125.00 FEET; THENCE N49°04'43"W, 80.00 FEET; THENCE
S40°55'17"W, 60.00 FEET; THENCE S49°04'43"E, 40.11 FEET; THENCE 39.27 FEET ON A
25.00 RADIUS CURVE CONCAVE SOUTHEASTERLY (CHORD BEARING S04°04'44"E, 35.36
FEET); THENCE S40°55'17"W, 161.29 FEET; THENCE 6.25 FEET ON A 330.00 RADIUS
CURVE CONCAVE SOUTHWESTERLY (CHORD BEARING S40°22'44"W, 6.25 FEET);
THENCE
N49°00'58"W, 316.47 FEET; THENCE S00°39'08"E, 39.68 FEET; THENCE S01°01'22"E, 871.13
FEET; THENCE S37°26'52"E, 276.67 FEET; THENCE S89°58'20"E, 394.60 FEET; THENCE
N00°04'02"E, 219.92 FEET; THENCE S83°08'56"E, 495.36 FEET; THENCE S48°47'21"E, 244.92
FEET; THENCE N89°55'55"E, 93.88 FEET; THENCE N00°41'59"W, 660.65 FEET; THENCE
N89°49'01"E, 1310.88 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 58.45 ACRES AND IS SUBJECT TO EASEMENTS AND
OTHER RESTRICTIONS OF RECORD.