

Prepared by and after recording return to:

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PROTECTIVE COVENANTS AND RESTRICTIONS
OF
WEST SIDE ESTATES – PHASE ONE
IOWA CITY, JOHNSON COUNTY, IOWA

The undersigned, being the owners of all lots in the subdivision to Iowa City, Johnson County, Iowa, known as WEST SIDE ESTATES – PHASE ONE, the plat for said subdivision being recorded in office of the County Recorder of Johnson County, Iowa, at Plat Book 61, Page 393, for the mutual benefit of those persons who may purchase any of the lots in said subdivision now owned by the undersigned, hereby impose the following Protective Covenants and Restrictions on each lot in said subdivision, which shall be binding upon all the present and future owners of each and every parcel of ground in said subdivision as covenants running with the land and with such force and effect as if contained in each subsequent conveyance of land. For purposes of these Protective Covenants and Restrictions, Watts Group Development, Inc. shall be considered the “Developer”.

1. All lots shall be used only for single-family residential purposes and no structure shall be erected on any lot other than a single-family dwelling not exceeding two (2) stories, or two (2) stories and an exposed basement to the side or rear, and an attached garage for not to exceed four (4) cars.

2. The following provisions shall be applicable to construction on the subdivision lots:

a. No lot shall be subdivided. This provision shall not prevent a conveyance of a portion of one lot to the abutting owner of another so long as said conveyance does not result in an additional building lot being created thereby.

b. For Lots 1 through 3, and 13 through 31, no building shall be erected on any Lot having an above grade living area of less than one thousand, three hundred fifty (1,350) square feet in the case of a one (1) story structure, nor less than sixteen hundred (1,600) square feet in the case of a one and one-half (1-1/2) or two (2) story structure. Multi-level structures shall also contain a minimum total of sixteen hundred (1,600) finished square feet. For Lots 4 through 12, no building shall be erected on any Lot having an above grade living area of less

than fourteen hundred (1,400) square feet in the case of a one story structure, nor less than seventeen hundred (1,700) square feet in the case of a one and one-half (1-1/2) or two (2) story structure. For Lots 32 through 42, no building shall be erected on any lot having an above grade living area of less than fifteen hundred (1,500) square feet. Garages, breezeways, screened porches, open porches, decks, or third story square footage shall not be considered as above grade living area.

c. No trailer, mobile home, tent, boat, unattached garage or barn shall be placed upon any lot except as specifically provided in these Covenants.

d. No building shall be constructed on any lot nearer than twenty-five feet (25') from the front lot line, nor nearer than five feet (5') to any side lot line. Lots 1 and 32 through 42 shall have a forty foot (40') set back from Rohret Road. With prior written approval from the Developer, an owner may apply with the City of Iowa City, Iowa, for variances to said building setbacks where unusual terrain features or unusual circumstances exist.

e. For Lots 1 through 31, 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. Vinyl siding will only be allowed on side and/or rear surfaces. T-1-11, inverted bat or board and batten siding is not permitted. Other materials may be approved in writing by the Developer. Notwithstanding any of the forgoing, Developer may, in its sole discretion, approve in writing any request for a variance in the construction of exterior building siding.

f. All dwelling roofs shall be surfaced with a fiberglass asphalt shingle with lifetime limited transferable warranty, or with such other material as approved by the Developer. All dwelling roofs must have a minimum pitch of 4/12 (i.e., 4" of rise for each 12" of run) and the building plans submitted for approval will show the roof pitch. Other materials and an alternative minimum roof pitch may be approved in writing by the Developer prior to commencement of construction.

g. Prior to any construction, two (2) sets of plans and specifications for the proposed structures shall be submitted to the Developer or its designee for approval. In addition to plans and specifications for the structure, the submitted material shall show the location and type of fences, parking areas, plantings, landscaping, and other relevant matters including the location on the lot of all proposed improvements (plot plan), the materials to be used and the exterior color scheme proposed. The submitted material shall also set forth a time schedule for construction of improvements, and in no event will plans and specifications be approved when the proposed construction will take longer than twelve months. The Developer or its designee shall approve or disapprove the submitted material within a period of ten (10) days after receipt of all of the above documentation and in the event of disapproval, shall specify the exact reasons there for to enable the applicant to correct the material in order to obtain approval. Disapproval shall be for substantial cause, it being the intent of this review process to permit improvements that will enhance the aesthetics of the subdivision and maintain or improve property values.

h. All driveways, vehicle parking areas, and walkways will be constructed of concrete or brick, if approved in advance by the Developer, and will be completed within the twelve (12) month period set forth in the immediately preceding paragraph.

i. No fences will be installed unless the same are polycovered green or 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 home 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 to six feet high poly-covered chain link fence. The Developer may waive all or any portion of this provision where the fences to be installed would be located in the wooded portions of a lot or for other good reason. Such waiver shall be in writing.

j. During the course of construction, the building contractors and lot owners shall keep mud, dirt, debris and building materials off of all subdivision roads and other building lots. All excess dirt shall remain in the subdivision and shall be moved at the direction of the Developer.

k. With the exception of Lots 32 through 42, each lot owner will plant, at a minimum, one or more deciduous trees (with at least one deciduous tree being planted in the front yard) 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 the Developer. Said trees shall be planted by the owner within one hundred eighty (180) days from the date an occupancy permit is issued for the property. It is the intent of the Developer to encourage and support shading in this subdivision.

l. Each dwelling shall have a minimum of two and a maximum of a four-car capacity attached garage. All garages must be located on the high side elevation of the lot unless the Developer approves in writing an alternate location.

m. The initial exterior color of the dwelling shall be subject to the approval of the Developer.

n. A-frames, premanufactured or dome houses will not be permitted.

o. Except for wooded areas of the lot behind or to the rear of the dwelling, the back yard shall be fine graded and seeded or sodded. The front and side yards and the parking area between the front yard and the paved street shall be sodded except where the sidewalks may be located.

p. The elevation of the top of the foundation of all improvements on a lot shall be a minimum of eighteen inches (18") above the street curb at the centerline of the lot. At the discretion of the Developer, a higher top of foundation elevation may be approved in writing at the time the site plan (plot plan) is reviewed.

q. Foundation/basement walls may not be exposed on the front elevation of any improvements built 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. The Developer may approve in writing other materials to cover or screen any exposed concrete or concrete block basement/foundation walls.

r. Dog runs must be located contiguous to and extend no further than the back side of the dwellings. Dog runs shall not be larger than 120 square feet. Materials used for fencing and landscaping must be in compliance with paragraph 2(i) above, except that the fence height may extend to six (6) feet.

s. Other than applicable requirements of the Iowa City Zoning Ordinance and the Subdivider's Agreement entered into with the City of Iowa City, Iowa, in connection with the approval of the subdivision, the Developer may, in writing, waive or consent to variances in any of the preceding building regulations and requirements described herein, provided that the Developer in its sole and absolute discretion determines such variance is consistent with the general purposes of this Declaration or otherwise deems that there are practical difficulties or particular hardships evidenced by the owner desiring such variance. In the event of such variance, said waiver or consent shall not be construed as being applicable to any other lot owner.

3. The following restrictions shall be applicable to the use of subdivision lots:

a. 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, and the restrictions pertaining to acts within a county in said Code chapter shall be applicable to this subdivision.

b. Vegetable gardens may be maintained only in the rear yard of a dwelling.

c. 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 dogs located off the owner's premises shall be leashed.

d. Motor vehicles used by residents shall be parked in areas designated in the building plans as parking areas. There shall be provided on each lot sufficient off-street parking area including drive way for the parking of at least two (2) automobiles, which area shall be surfaced. No motor vehicle shall be parked on the street of the subdivision overnight or at any time in any manner which would interfere with the flow of traffic. All campers, trailers, boats, recreational vehicles, or snowmobiles shall be stored within, a garage or at such other enclosed place where such items are not visible from the street.

e. No lot shall contain an above-ground swimming pool or a tree house.

f. No satellite dish (except for a satellite dish no larger than two (2) feet in diameter attached to the roof of the house or garage), radio tower or antenna shall be located on any lot. Satellite dishes will be prohibited in any front or side yard and shall not be visible from the street.

g. All construction shall be completed within one (1) year from the date of commencement. The owner of any building damaged by fire or act of God shall within ninety (90) days thereof, commence restoration or reconstruction of said dwelling, and work shall be completed within one (1) year from the date of destruction.

4. A perpetual easement for utility purposes is reserved on a portion of each lot as designated on the final subdivision plat. 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 MidAmerican Energy Company, Century Link, Mediacom, and Eastern Iowa Light and Power upon, over and under, along and across the areas marked on the plat of the subdivision as "utility easement". 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, crossarms, 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 dwellings 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.

5. These restrictive covenants shall not be binding upon any lot in said subdivision so long as title thereto remains in Watts Group Development, Inc.

6. The approval, waiver or consent required or permitted of the Developer under the terms of these Protective Covenants and Restrictions shall be exercised by Watts Group Development, Inc. or such person or entity as it may designate in writing.

7. These covenants are to run with the land and shall be binding on all the parties (except as provided in Paragraph 5) and all persons claiming under them for twenty-one (21) years. These covenants may be extended for additional terms of twenty-one (21) 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 Section 614.24, Code of Iowa, or its successor. Pursuant to Section 614.25, Code of Iowa, the filing of such Verified Claim shall cause these covenants to be extended for an additional twenty-one (21) year term from the date of such filing.

8. 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 as provided for in Paragraph 7, it shall be lawful for any other person or persons owning any other lot in said development or subdivision 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 to recover damages (including reasonable attorneys fees and court costs) or other dues for such violation.

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

10. Each lot owner shall automatically become a member of West Side Estates Homeowner's Association and shall be subject to assessment to carry out the purposes of the Association. Each lot, regardless of the number of owners of said lot, shall be entitled to one (1) vote in matters over which the corporation has control. West Side Estates Homeowner's Association is organized and shall operate for the purpose of owning, maintaining, controlling and managing the common areas and storm water management facilities serving West Side Estates Subdivision and future phases of West Side Estates, including, but not limited to Outlot "A", which is to be private open space to be used for access, underground storm sewer, sanitary sewer and trail easements; and Outlot "C", which is to be private open space to be used for drainage, sanitary and storm sewer easement purposes. The Association shall at all times comply with the Off-Site Storm Water Detention Easement Agreement recorded March 8, 2018, in Book 5763, Page 162 of the records of Johnson County, Iowa (the "Off-Site Storm Water Agreement"), pursuant to which the Association is responsible for certain costs and responsibilities associated with the Stormwater Detention Facility located on Outlot "C" of neighboring Country Club Estates Third Addition as more particularly described in the Off-Site Storm Water Agreement. The Developer, at its discretion, may convey title to one or more of the common areas of West Side Estates to the Association. The Association may also relinquish control of certain stormwater management facilities to the City of Iowa City as set forth in the Stormwater Agreement.

The Association shall also have the right to enforce any of the protective covenants and restrictions set forth herein as well as to represent the interests of lot owners to issues affecting development of surrounding areas and maintaining the quality of environment and quality of life within the subdivision.

The assessments, together with interest, costs and reasonable attorney's fees required for collection of past due assessments shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the owner of such property at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to any successors in title unless expressly assumed by such successor, but the lien therefore shall remain until foreclosed or released.

11. The Owner of any lot subject to these protective covenants assumes, by acceptance of a Deed for the lot, 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) installation of sidewalks or trails as required by the City of Iowa City, if not already installed by the Developer. 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 City of Iowa City, 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.

12. Lots 10, 11, 12 and 14 shall have a Minimum Low Opening of 759.60 square feet.

13. These Restrictive Covenants may be amended from time to time with the written consent of the owners of at least two-thirds (66.67%) of the lots within all phases of West Side Estates Subdivision located in Iowa City, Iowa, which have been final platted, at the time of the amendment. Said amendment shall be executed in writing and signed by the owners of at least two-thirds (66.67%) of the lots within said West Side Estates subdivision(s) and the same shall be filed of record in the office of the Johnson County Recorder.

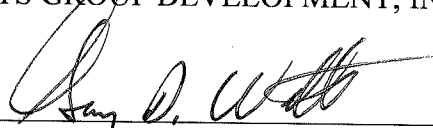
14. Notwithstanding anything herein to the contrary, for so long as Developer owns any lot within the Subdivision, Developer may in its discretion submit any future phases of the West Side Estates subdivision to these Restrictive Covenants.

[Remainder of this page intentionally left blank. Signature page to follow.]

[Signature page to Protective Covenants and Restrictions]

DATED this 12 day of September, 2018.

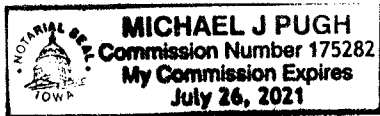
WATTS GROUP DEVELOPMENT, INC.

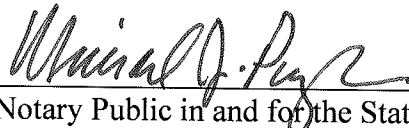
By: 

Gary D. Watts, President and Secretary

STATE OF IOWA, JOHNSON COUNTY) ss:

On this 12 day of September, 2018, before me the undersigned, a Notary Public in and for said county, personally appeared Gary D. Watts, to me personally known, who being by me duly sworn, did say that he is the President and Secretary of said Watts Group Development, Inc., and that said instrument was signed on behalf of the said Corporation by authority of its Board of Directors and the said Gary D. Watts acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it voluntarily executed.




Notary Public in and for the State of Iowa