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

The undersigned, being the owner of all lots in the subdivision to Iowa City, Johnson County, Iowa, known as WEST SIDE ESTATES – PHASE TWO (“Subdivision”), the plat for the Subdivision being recorded in the office of the County Recorder of Johnson County, Iowa, at Plat Book 6217, Page 539, for the mutual benefit of those persons who may purchase any of the lots in the Subdivision now owned by the undersigned, hereby impose the following Protective Covenants and Restrictions (“Covenants”) on each lot in the Subdivision, which shall be binding upon all of the present and future owners of each and every parcel of ground in the 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 Covenants, Watts Group Development, Inc. shall be considered the “Developer”.

1. All lots shall be used only for single-family residential purposes. 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 with a minimum of two and a maximum of a four car capacity.

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 53 through 81, 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 sixteen hundred (1,700) finished square feet. For Lots 43 through 52, no building shall be erected on any lot having an above grade living area

of less than one thousand (1,000) square feet in the case of a one (1) story structure, nor less than one thousand five hundred (1,500) square feet in the case of a two (2) story structure. 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, accessory building, 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 81 and 43 through 52 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 53 through 81, 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 is only 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, the 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). The building plans submitted for approval must show the roof pitch. Other materials and/or an alternative minimum roof pitch must 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 materials 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 proposed exterior color scheme. The submitted materials shall also set forth a time schedule for construction of improvements. In no event will plans and specifications be approved by the Developer when the proposed construction will take longer than twelve months. The Developer or its designee shall approve or disapprove the submitted materials within a period of ten (10) days after receipt of all of the above documentation. In the event of disapproval, the Developer shall specify the reasons therefor to enable the applicant to supplement or correct the materials 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. All sidewalks must comply with the City of Iowa City regulations.

i. No fences will be installed unless the same are poly-covered green or black chain link fence construction at least four (4) feet in height. No fence will extend along any boundaries of the front yard of any lot. For Lots 53 through 81, no fence shall extend closer to the front of the dwelling than the furthest rear corner of said dwelling. For Lots 43 through 52, no fence shall extend closer to the front of the dwelling than the furthest front corner of said dwelling and no closer to the back of the dwelling 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 green or black 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. All fences must comply with the City of Iowa City regulations.

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 43 through 52, 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. The garage must be serviced by a concrete driveway from the existing public street or by an inside entrance to the garage. No driveway may be located within five (5) feet of any side yard boundary line.

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

n. A-frames, premanufactured or dome houses are not permitted in the Subdivision.

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 or 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 or foundation walls.

r. For Lots 53 through 81, dog runs must be located contiguous to and extend no further than the back side of the dwelling. For Lots 43 through 52, dog runs must be located on the side yard and shall not extend further than the front corner 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 Ordinances 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 these Covenants 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 Iowa Code Chapter 657 or the common law of Iowa shall be permitted, and the restrictions pertaining to acts within a county in said Iowa Code Chapter 657 shall be applicable to this Subdivision.

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

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 a driveway 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 are 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 interferes 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, 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 dwellings or trees shall be placed on the areas so designated as a 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 Covenants shall not be binding upon any lot in the 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 Covenants 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 Iowa Code section 614.24 or its successor. Pursuant to Iowa Code section 614.25, 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 may be extended pursuant to Paragraph 7, it shall be lawful for any other person or persons owning any other lot in said 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 attorney's fees and court costs) or other dues for such violation.

9. Invalidity 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 ("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 Association has control. The Association is organized and shall operate for the purpose of owning, maintaining, controlling and managing the common areas and storm water management facilities serving the Subdivision and all phases of the Subdivision, whether now existing or later created, 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 Storm Water Detention Facility located on Outlot "C" of the 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 – Phase Two to the Association. The Association may also relinquish control of certain Storm Water management facilities to the City of Iowa City as set forth in the Off-Site Storm Water Agreement.

The Association shall also have the right to enforce any of the Covenants set forth herein as well as to represent the interests of lot owners with respect 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 Covenants assumes, 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) 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 the 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 the Developer or its affiliate, and the reissuance of a permit in the name of such owner. At any time required by the 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 the Developer from the 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 the 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 the Developer, fails to execute documentation to relieve the Developer from the responsibility for soil erosion or fails to comply with the lawful requirements for control of soil erosion shall be obligated to hold the Developer harmless from all liability, costs and expense, including reasonable attorney's fees, arising from such failure by such party.

12. Lot 55 shall have a Minimum Low Opening elevation of 757.15. Lots 64, 65, 72, 73 and 74 shall have a Minimum Low Opening elevation of 749.77. The Minimum Low Opening for Lots 72, 73 and 74 is at the front elevation. The Minimum Low Opening for Lots 55, 64 and 65 is at the rear elevation.

13. These 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 the Subdivision, 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 the Subdivision and the same shall be filed of record in the office of the Johnson County Recorder.

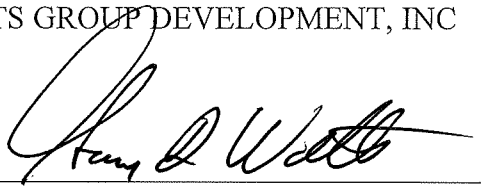
14. Notwithstanding anything herein to the contrary, for so long as the Developer owns any lot within the Subdivision, the Developer may in its discretion submit any future phases of the subdivision to these Covenants.

*[Signature Page to Protective Covenants and Restrictions]*

DATED this 12 day of May, 2021.

WATTS GROUP DEVELOPMENT, INC

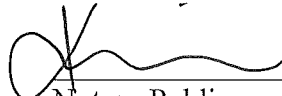
By:



Gary D. Watts, President and Secretary

STATE OF IOWA, JOHNSON COUNTY ) ss:

On this 12 day of May, 2021, 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

