

BK: 6013 PG: 858
Recorded: 3/5/2020 at 8:54:29.0 AM
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.32
Combined Fee: \$20.32
Revenue Tax:
Kim Painter RECORDER
Johnson County, Iowa

Prepared by and after recording return to:

Michael J. Pugh
Pugh Hagan Prahm PLC

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

This FIRST AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS OF WEST SIDE ESTATES – PHASE ONE, IOWA CITY, JOHNSON COUNTY, IOWA (the “First Amendment”) is made effective this 4th day of March, 2020.

WHEREAS, the Protective Covenants and Restrictions of West Side Estates – Phase One, Iowa City, Johnson County, Iowa were recorded in the Johnson County, Iowa Recorder’s Office on October 5, 2018, in Book 5844, at Page 369 (the “Covenants”).

WHEREAS, the undersigned, Watts Group Development, Inc., is the owner of at least 66.67% of the lots within West Side Estates – Phase One, and desires to amend the Covenants by executing this First Amendment.

NOW THEREFORE, in consideration of the foregoing, the undersigned amends the Covenants as follows:

1. Paragraph 2.b. is deleted in its entirety and replaced with the following paragraph:

“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 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 (1) 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 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.”

2. Paragraph 2.i. is deleted in its entirety and replaced with the following paragraph:

“No fences will be installed unless the same are poly-covered green or black chain link fence construction four (4) feet in height. No fence will extend along any boundaries of the front yard. For Lots 1-31, no fence shall extend closer to the front of the dwelling than the furthest rear corner of said dwelling. For Lots 32-42, 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 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.”

3. Paragraph 2.r. is deleted in its entirety and replaced with the following paragraph:

“For Lots 1-31, dog runs must be located contiguous to and extend no further than the back side of the dwellings. For Lots 32-42, dog runs must be located on the side yard and shall not extend further than the front corner of the dwellings.”

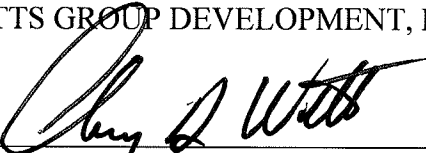
4. Except as amended herein, the remaining provisions of the Covenants shall remain in full force and effect.

[The remainder of this page is intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the party herein has caused this First Amendment to be duly executed effective as of the date first set forth above.

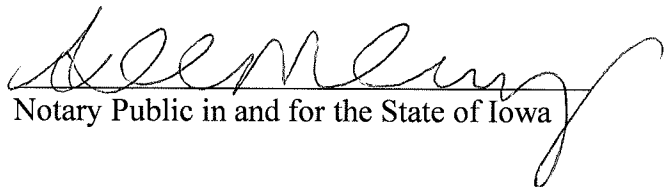
WATTS GROUP DEVELOPMENT, INC.

By:


Gary D. Watts, President and Secretary

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 4 day of March, 2020, 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

