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Johnson County Iowa
Kim Painter County Recorder
BK **5767** PG **714-718**

Prepared by and after recording return to:

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**AMENDMENT TO
PROTECTIVE COVENANTS AND RESTRICTIONS OF
SMIGEL SECOND ADDITION
NORTH LIBERTY, JOHNSON COUNTY, IOWA**

COMES NOW, Hodge Construction Company, an Iowa Corporation, ("Hodge"), who, pursuant to paragraph C.4.(c) of the Protective Covenants and Restrictions of Smigel Second Addition to North Liberty, Johnson County, Iowa, (the "Covenants") recorded June 16, 2017, in Book 5649, Page 341, Records of Johnson County, Iowa, hereby amends said Protective Covenants and Restrictions as follows:

1. The title of the Covenants is amended from "Protective Covenants and Restrictions of Smigel Second Addition to North Liberty, Johnson County, Iowa" to "Protective Covenants and Restrictions of Smigel Second Addition and Smigel Third Addition to North Liberty, Johnson County, Iowa"
2. The Declarations set forth on page 1 of the Covenants are stricken in their entirety and replaced with the following:

KNOW ALL MEN BY THESE PRESENTS:

That HODGE CONSTRUCTION COMPANY, an Iowa Corporation, being the developer of the following described real estate known as Smigel Second Addition, to wit:

Auditor's Parcel No. 2015006, North Liberty, Johnson County, Iowa, in accordance with the Plat thereof recorded in Plat Book 60, at Page 312, in the Records of the Johnson County Recorder's Office, containing 10.48 acres, and subject to easements and restrictions of record,

That Carolyn K. Matousek, a single person, ("Matousek"), being the owner of the following described real estate known as Smigel Third

Addition and Hodge being the developer of same (collectively described with the above-described real estate variously as "lot," "lots" or "subdivision"):

Commencing at the East Quarter Corner of Section 23, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Johnson County, Iowa, and the Southeast Corner of Smigel First Addition, to North Liberty, Iowa, in accordance with the Plat thereof recorded in Plat Book 40 at Page 314 of the Records of the Johnson County Recorder's Office; N00°46'27"W, along the East Line of said Smigel First Addition, and the East Line of the Northeast Quarter of said Section 23, a distance of 918.27 feet, to the Point of Beginning; Thence S89°13'33"W, 40.00 feet; Thence Northwesterly, 39.27 feet along a 25.00 foot radius curve, concave Southwesterly, whose 35.36 foot chord bears N45°46'27"W; Thence S89°13'33"W, 3.50 feet; Thence Southwesterly 10.47 feet, along a 505.00 foot radius curve, concave Northwesterly, whose 10.47 foot chord bears S89°49'12"W; Thence S00°24'51"W, 130.00 feet; Thence N89°35'09"W, 47.96 feet; Thence N80°56'52"W, 95.92 feet; Thence N72°18'34"W, 47.96 feet; Thence S17°41'26"W, 74.18 feet; Thence S00°46'17"E, 98.29 feet; Thence S89°13'43"W, 78.00 feet; Thence N00°46'17"W, 89.23 feet; Thence S89°16'29"W, 35.73 feet; Thence N41°18'47"W, 252.73 feet, to a Point on the West Line of said Smigel First Addition; Thence N00°46'17"W, 426.08 feet, to the Northwest Corner of Smigel First Addition; Thence N89°16'29"E, along the North Line of said Smigel First Addition, 571.08 feet, to the Northeast Corner thereof; Thence S00°46'27"E, along the East Line of said Smigel First Addition, 465.96 feet to the Point of Beginning. Said Tract of Land contains 7.33 Acres, and is subject to easements and restrictions of record.

That Hodge and Matousek, in order to establish and maintain the residential character of said real estate as heretofore described, do hereby covenant and agree with persons who may hereafter own lots or any one of several of the lots, or any right, title or interest therein of any nature whatsoever regardless of the nature by which such ownership or interest was acquired, that the use and sale of the lots is subject to the following restrictive covenants, all of which are to be construed as restrictive covenants, running with the title to such lots and with each and every portion thereof, to wit:

3. The following Paragraph 9 is added to section C:

9. Membership in Association. Each lot or zero-lot unit owner shall automatically become a member of Smigel Second Addition Homeowner's Association and shall be subject to assessment to carry out the purposes of the Association. Each lot or zero-lot unit, regardless of the number of owners of said unit, shall be entitled to one (1) vote in matters over which the corporation has control. Smigel Second Addition Homeowner's Association is organized and shall operate for the purpose of owning, maintaining, controlling and managing the common areas and storm water detention facilities in all final plat approved and filed Smigel Subdivisions located in Iowa City, Iowa. 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 or zero lot unit owners to issues affecting development of surrounding areas and maintaining the quality of environment and quality of life within the subdivisions. The developer, at its discretion, shall convey title to the Association to the common areas, as well as common areas of remaining and future Smigel Subdivisions.

4. Other than as amended herein, the remaining terms and provisions of the Covenants remain unchanged and in full force and effect.

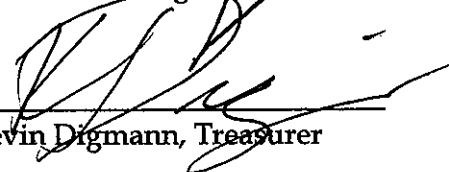
IN WITNESS WHEREOF, the undersigned have set their hands to this Declaration on the day below written.

HODGE CONSTRUCTION
COMPANY

Dated 3/21/18

By 
Michael E. Hodge, President

Dated 3/15/18

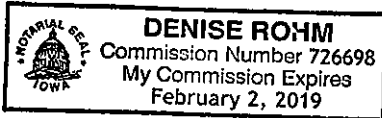
By 
Kevin Digmann, Treasurer

Dated 3/7/18

Carolyn K. Matousek
Carolyn K. Matousek

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

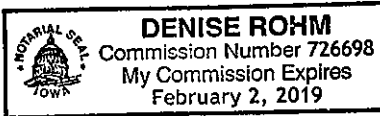
On this 21 day of March, 2018, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Michael E. Hodge, to me personally known, who, being by me duly sworn, did say that he is the President of the corporation executing the within and foregoing instrument; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Michael E. Hodge, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



Denise Rohm
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

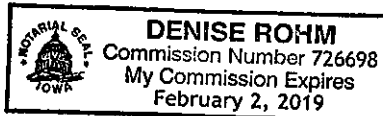
On this 15 day of March, 2018, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Kevin Digmann, to me personally known, who, being by me duly sworn, did say that he is the Treasurer of the corporation executing the within and foregoing instrument; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Kevin Digmann, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



Denise Rohm
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 7 day of March, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Carolyn K. Matousek, to me personally known, who, being by me duly sworn, did say that she acknowledged the execution of the instrument to be her voluntary act and deed, by her voluntarily executed.



Denise Rohm
Notary Public in and for the State of Iowa