BK: 6523 PG: 170
Recorded: 10/19/2023 at 12:04:30.0 PM
County Recording Fee: $52.00
Iowa E-Filing Fee: $3.97
Combined Fee: $55.97
Revenue Tax:
Kim Painter RECORDER
Johnson County, Iowa

Prepared by and after recording return to:
Matthew J. Hektoen | 115 3rd St. SE, STE 1200 | (319) 366-7641
Simmons Perrine Moyer Bergman PLC | Cedar Rapids, IA 52401 | FAX (319) 366-1917

PROTECTIVE COVENANTS AND RESTRICTIONS OF TRAIL RIDGE ESTATES – PART 1B, SOLON, IOWA

These Protective Covenants and Restrictions of Trail Ridge Estates – Part 1B are made and entered into this 5th day of September, 2023, by Watts Group Development, Inc., an Iowa corporation (referred to herein as "Developer" or "Owner").

WHEREAS, Developer is the titleholder to the following formerly 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 1B (the "Subdivision"), which Subdivision is located on the Real Estate and contains **Lots 30 through 44, both inclusive, Trail Ridge Estates – Part 1B, 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 Outlot O (the "Outlot").

WHEREAS, the Lots shall be limited to single family residences (the "Single Family Lot" or "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. Except for pool house accessor buildings, no accessory buildings shall be allowed, including sheds, barns and gazebos. Pool house accessory structures require Developer approval and must be a minimum of 200 square feet. No home occupation or profession shall be conducted in any dwelling or accessory structure 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 a pool house accessory structure if approved by Developer in accordance with Section 1. No dwelling shall be erected on Lots thirty (30) through forty-four (44), both inclusive, having an above-ground floor living area of less than one thousand six hundred(1,600) 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 eight hundred (1,800) square feet total and one thousand(1,000) square feet on the first level 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 thirty (30) through forty-four (44), both inclusive, shall have a minimum 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 fifty percent (50%) brick or stone with the remaining front exterior material to be approved by the Developer. In lieu of the brick or stone requirement, 100% of the front surface of the dwelling shall be constructed of 100% fiber cement siding. 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. Roof areas of T-Lock or 3-Tab shingles shall not be permitted. All dwelling roofs must have a minimum pitch of 6/12 (ie. 6" 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 or sodded. 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 twelve inches (12") 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, wall sconces, and holiday lighting 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 over night. Motor vehicles shall be parked only on hard-surfaced areas designated in the building plans as parking areas.

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. Unsightly 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. All fences must be installed with plantings to screen the fence from the view of surrounding property owner. The plants must be three feet in height when planted and are to be planted between the lot line and the fence six feet on center and three feet from the exterior side of said 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. Such waiver shall be in writing. No fence will have fence slatting. 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 black chain link fence or other materials approved by the Developer. No above ground pools are permitted on any Lot. All pools must be approved by the Developer.

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. Solar Collectors. Solar collectors shall be allowed on the rear rooftops of dwellings only. Solar collectors shall not be mounted or placed anywhere on a lot or on a structure, except the rooftop at the rear of the dwelling. Prior to installation of solar collectors, plans and specifications (including location) shall be submitted in the manner set forth in Paragraph 10(E), and no solar collectors shall be installed without prior approval pursuant to Paragraph 10(E).

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 Outlot, cluster mailboxes and storm water management facilities located thereon and the enforcement of these 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 any 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) year 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.

Dated this 5 day of September, 2023.

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 Sept, 2023 by Gary Watts as President of WATTS GROUP DEVELOPMENT, INC.

NOTARIAL SEAL IOWA
CYNTHIA R GRIFFITH
Commission Number 772604
My Commission Expires
4/18/24

_____
Notary Public in and for said State
My commission expires 4/18/24

EXHIBIT A

LEGAL DESCRIPTION

Outlot "G" of Trail Ridge Estates – Part 1A to Solon, Iowa, in accordance with the plat thereof recorded in Plat Book 66 at Page 99 of the records of the Johnson County Recorder's Office. Said Outlot "G" contains 11.73 acres, and is subject to easements and restrictions of record.