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County Recording Fee: $37.00
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Combined Fee: $40.69
Revenue Tax:
Kim Painter RECORDER
Johnson County, Iowa

Prepared by and after recording return to:
Michael J. Pugh, 425 E. Oakdale Blvd., Suite 201, Coralville, IA 52241 (319) 351-2028

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

This FIRST AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS OF TRAIL RIDGE ESTATES - PART 1B, SOLON, IOWA (the "First Amendment") is made effective this 18th day of April, 2024.

RECITALS

A. The Protective Covenants and Restrictions of TRAIL RIDGE ESTATES - PART 1B, SOLON, IOWA were filed in the Johnson County, Iowa Recorder's Office on October 19, 2023, in Book 6523, at Page 170, in the records of the Johnson County, Iowa Recorder (the "Covenants").

B. The Developer is the owner of all lots in the Subdivision and Section 25 of the Covenants permits the Developer to amend the Covenants at any time as long as Developer owns any Lot, without the prior approval of any other Lot owner. The same provision is contained in the Protective Covenants and Restrictions of Trail Ridge Estates – Part 1A, Solon, Iowa.

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

1. Release. The Subdivision shall not be subject to the Protective Covenants and Restrictions of Trail Ridge Estates – Part 1A, Solon, Iowa, recorded December 1, 2022 in Book 6444, Page 612 in the records of the Johnson County, Iowa Recorder.

2. General Purposes of the Covenants. The real property is subject to the Covenants hereby declared to insure the tasteful and consistent development of Trail Ridge Estates – Part 1B, Solon, Iowa and every part thereof; to protect each property owner therein from such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of a design or materials that may not be in harmony with the architectural style the Developer's design team wants to maintain; to insure adequate and reasonable development of said property; to encourage the erection of original designs and attractive

improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; to insure a desired high standard of maintenance; and in general, to provide adequately for a residential subdivision of a high quality and character.

3. Paragraph 9 of the Covenants is hereby deleted in its entirety and replaced with the following paragraph:

> 9. Residence Size Requirements. No structure shall be erected on any 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. All garages must be located on the high side elevation of the Lot unless Developer approves in writing an alternative location. No dwelling shall be erected having a ground floor living area of less than one thousand eight hundred (1,800) square feet in the case of a one (1) story structure, nor less than two thousand six hundred (2,600) square feet above ground in the case of a one and one-half (1½) or two (2) story structure, provided that said one and one-half (1½) or two (2) story structure contains a minimum total of one thousand two hundred (1,200) square feet on the ground floor. With respect to all lots in the Subdivision, garages, breezeways, screened porches, open porches, decks, or attic square footage shall not be considered as ground floor area. Developer reserves absolute discretion to grant written variances to the above residence size requirements.

4. Paragraph 10(c) of the Covenants is hereby deleted in its entirety and replaced with the following paragraph:

> c. All dwelling roofs shall be surfaced according to plans and specifications approved in advance by Developer, in its sole discretion. It is expected that all dwelling roofs shall be surfaced with thirty-year (30) fiberglass asphalt shingles, weathered wood color, or with such other material or color as approved by the Developer. All dwelling roofs must have a minimum pitch of 8/12 (i.e., 8" of rise for each 12" of run) and the building plans submitted for approval will show the roof pitch. Other materials or roof plans may be approved in writing by the Developer, in its sole discretion, prior to commencement of construction.

5. Paragraph 19 of the Covenants is hereby deleted in its entirety and replaced with the following paragraph:

> 19. Fences and Pools. No fences will be installed unless the same are polycovered 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. 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 the center and three feet from the exterior side of said fence. No fence shall have fence slatting. All pools must be approved by the Developer in accordance with Section 1. All swimming pools must be in ground and located in the rear yard and may be bordered by a five to six feet high black wrought iron or other black

decorative fencing approved by Developer. 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.

6. Paragraph 21 of the Covenants is hereby deleted in its entirety and replaced with the following paragraph:

21. Solar Collectors.

A. Solar Collector. "Solar Collector" means a device or structural feature that collects solar energy and that is part of a system for the collection, storage, and distribution of solar energy.

B. Approval. Prior to the installation or construction of a Solar Collector on any Lot, the Lot owner must submit one (1) set of plans and specifications for the proposed Solar Collector to the Developer or its designee for approval. Such plans and specifications shall show the precise placement location of each desired Solar Collector on the rear roof of the house or building. The Developer or its designee shall approve or disapprove of the plans and specifications within a period of ten (10) days after the receipt of all of the above documents. The Developer or its designee shall have the right to approve or 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 the structural soundness, fitness for a particular purpose or compliance with zoning, building, health or safety codes or ordinances, or other restrictions on the construction of said Solar Collector.

C. Uniform Restrictions. To ensure the uniformity of Solar Collectors in the Subdivision, the following restrictions to Solar Collectors shall apply:

i. All Solar Collectors shall be attached to the rear roof of a house or building. No Solar Collector, or support structures for a Solar Collector shall be installed or located in the yard of a Lot.

ii. A Solar Collector shall not protrude from any roof.

iii. All Solar Collectors shall be installed so as to minimize visibility from any public street.

iv. Solar Collectors may only be erected for residential power use on the Lot it is installed on.

7. Paragraph 23 of the Covenants is hereby deleted in its entirety and replaced with the following paragraph:

23. Enforcement of Non-Monetary Defaults.

A. In the event of a violation by any Owner (other than the nonpayment of any Assessments or other monies) of any of the provisions of these Protective Covenants and Restrictions or restrictions set forth by the Association, the Association may notify the Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event, no later than seven (7) days after the receipt of the written notice, or if the Owner fails to commence, within said seven (7) day period, and diligently proceed to completely cure the violation, the Association may, at its option:

i. Commence an action to enforce the performance on the part of the Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

ii. Commence an action to recover damages; and/or

iii. It is acknowledged and agreed among all Owners that a violation of any of the provisions of these Protective Covenants and Restrictions (other than the non- payment of any Assessments or other monies) by an Owner or resident may impose irreparable harm to the other Owners or residents. All Owners agree that a fine may be imposed by the Association for each day a violation continues after notification by the Association. All fines collected shall be used for the benefit of the Association. Any fine levied shall be paid within fifteen (15) days after mailing of notice of that fine. If not paid within the fifteen (15) days the amount of such fine shall accrue interest at the rate of ten percent (10%) per annum, and shall be treated as a special Assessment hereunder.

iv. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or improvement for which approval has not been obtained, or perform any maintenance required to be performed by these Protective Covenants and Restrictions, including the right to enter upon a Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of these Protective Covenants and Restrictions or any restrictions set forth by the Board.

B. All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorneys' fees and disbursements through the appellate level, shall be an Assessment and assessed against the applicable Owner, and shall be due upon written demand by the Association.

C. Any amount due to Developer or the Association which is not paid within fifteen (15) days after the due date shall bear a late fee of Thirty-Five Dollars ($35.00) and interest at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot.

D. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by these Protective Covenants and Restrictions shall not constitute a waiver of the right of the Association to enforce such right, provisions, covenant, or condition in the future.

E. All rights, remedies, and privileges granted to the Association pursuant to any terms, provisions, covenants, or conditions of these Protective Covenants and Restrictions shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

F. In addition to the foregoing, these Protective Covenants and Restrictions may be enforced by Developer, the Association, or any Owner by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain any violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce these Protective Covenants and Restrictions shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of these Protective Covenants and Restrictions. The prevailing party in any such action shall be entitled to recover its reasonable attorney fees and disbursements through the appellate level.

G. Each Owner and their family members, guests, invitees, lessees and their family members, guests and invitees, and his, her or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by these Protective Covenants and Restrictions. The conduct of the foregoing parties shall be considered to be the conduct of the Owner who is responsible for, or connected in any manner with, such individuals presence within the Lots. Such Owner shall be liable to the Association for any fine imposed and/or the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties which shall be immediately paid by the Owner as a special Assessment as provided herein. The failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions and other provisions of these Protective Covenants and Restrictions shall not in any way act to limit or divest the right to enforcement of these provisions against the Owner or such other person.

H. Upon request by any Owner or mortgagee holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether such Owner is in default with respect to compliance with the terms and provisions of this Declaration.

8. Any capitalized terms not defined herein shall have the meaning assigned to it in the Covenants.

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

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned 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

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on this 16 day of April, 2024, by Gary D. Watts, as President of Watts Group Development, Inc.

_____
Notary Public in and for the State of Iowa

ABBY DEAN
Commission Number 814231
My Commission Expires
December 12, 2024