

Prepared by and after recording return to:

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|----------------------|---------------------------------|--------------------------|
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| Pugh Hagan Prahm PLC | Coralville, Iowa                | Facsimile (319) 351-1102 |

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**AMENDED AND RESTATED  
PROTECTIVE COVENANTS AND RESTRICTIONS  
OF  
SOLOMONS LANDING – PART THREE  
NORTH LIBERTY, JOHNSON COUNTY, IOWA**

The Protective Covenants and Restrictions replace in their entirety the Protective Covenants and Restrictions filed on November 12, 2025, in Book 6709, Page 48 of the Johnson County Recorder’s Office.

The undersigned, being the owners of all lots in the subdivision to North Liberty, Johnson County, Iowa, known as SOLOMONS LANDING – PART THREE (the “Subdivision”), the plat for Solomons Landing – Part Three for the mutual benefit of those persons who may purchase any of the lots in said 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 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 Protective Covenants and Restrictions, Pratt Real Estate Management, Inc., shall be considered the “Developer”.

**ARICLE I – USE RESTRICTIONS**

1. All lots 1-24 shall be used only for zero-lot line, residential purposes and no structure shall be erected on any lot other than zero-lot line dwellings.
2. The following restrictions shall be applicable to the use of Subdivision lots:

a. 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, and the restrictions pertaining to acts within a county in said Code chapter shall be applicable to this subdivision.

3. 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 interfere with the installation and maintenance of the utilities within the easement rights-of-way.

## ARTICLE II – GENERAL COVENANTS

1. These Covenants shall not be binding upon any lot in the Subdivision titled in the name of Pratt Real Estate Management, Inc.

2. The Amended and Restated Protective Covenants and Restrictions filed on May 3, 2023, in Book 6475, Page 886 of the Johnson County Recorder's Office apply to this Subdivision, except as specifically modified herein, and are incorporated by reference into this Agreement.

3. The approval, waiver, or consent required or permitted by the Developer under the terms of these Covenants shall be exercised by Pratt Real Estate Management, Inc., or such person or entity as it may designate in writing.

4. Each lot or dwelling unit owner shall automatically become a member of Solomon's Landing Part Three Owners' Association ("Part 3 Association") and Solomon's Landing Owners' Association ("Association") and shall be subject to assessment to carry out the purposes of the Associations. Lots shall be entitled to the number of votes established by the Associations.

5. The Part 3 Association shall maintain Outlot A in the Subdivision.

6. The Association and each lot owner in the Subdivision shall have easement rights to further facilitate storm water drainage from the Subdivision to the Storm Water Detention Basin. The Association shall maintain the Storm Water Detention Basin. In consideration for granting this easement, each Lot owner shall pay to the Association periodic assessments to cover the cost of maintaining, repairing and operating Outlot B, the stormwater detention easement areas, and the recreational trail that surrounds the Storm Water Detention Basin. Such obligation for assessments shall commence on the date the City of North Liberty accepts the public improvements to be installed in Solomon's Landing, Part One subdivision ("Commencement Date").

With each periodic assessment, the Association shall provide a copy of all invoices relating to the maintenance and operation of the easement areas. Invoices from the Association shall be paid in full within thirty (30) days of presentation. If unpaid, interest shall accrue on any unpaid invoices beginning the tenth (10th) day after the due date at the highest rate allowed by law. In the event of non-payment, the Association may bring an action in any court of competent

jurisdiction to enforce this agreement or for damages for the breach thereof, and the Association shall be further entitled to recover its costs of collection and reasonable attorney's fees.

In the event a lot owner fails to comply with this agreement or the Stormwater Management Easement in such a manner that it effects the rights of the Association or another Lot owner granted hereunder, after thirty (30) days written notice of non-compliance and the owner's failure to cure such non-compliance, the Association may enter the easement areas to perform such tasks necessary to cure such non-compliance and thereafter charge a special assessment to the defaulting lot owner. To the extent such costs exceed the amount owed, the Association may file a lien against the property of the lot owner and/or bring an action in any court of competent jurisdiction to enforce this agreement or for damages for the breach thereof and shall be further entitled to recover its costs of collection and reasonable attorney's fees.

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 North Liberty, 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 North Liberty, Iowa, or other governmental body to release the 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 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 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.

7. Separate zero-lot line covenants shall be filed for each Lot (1-24) in Solomon's Landing – Part Three.

8. 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 Solomon's Landing Part Three (subdivision located in North Liberty, Iowa, 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 said Solomon's Landing Part Three and the same shall be filed of record in the office of the Johnson County Recorder.

9. 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 Solomon's Landing subdivision(s) to these Restrictive Covenants and may amend these Restrictive Covenants in its sole and absolute discretion.

OWNERS:  
PLATTS CONSTRUCTION, LLC  
Owner of Lots 1-3, 9-13

By: \_\_\_\_\_  
Brandon Platts, Manager

PRATT REAL ESTATE MANAGEMENT, INC.  
Owner of Lots 6, 8, 15-24

By: \_\_\_\_\_  
Brandon Pratt, President and Secretary

MONARCH HOMES, LLC  
Owner of Lots 4, 5, 7, 14

By: \_\_\_\_\_  
Brandon Combs, Manager

STATE OF IOWA, JOHNSON COUNTY ) ss:

This instrument was acknowledged before me on this \_\_\_ day of April 2026, by Brandon Platts, Manager of Platts Construction, LLC.

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Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY ) ss:

This instrument was acknowledged before me on this \_\_\_ day of April 2026, by Brandon Pratt, President of Pratt Real Estate Management, Inc.

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Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY ) ss:

This instrument was acknowledged before me on this \_\_\_ day of April 2026, by Brandon Combs, Manager of Monarch Homes, LLC.

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Notary Public in and for the State of Iowa