Doc ID: 007499950003 Type: CL-COVNT
Recorded: 05/09/2018 at 01:50:11 PM
Fee Amt: $17.00 Page 1 of 3
Dallas County Iowa
Chad C. Airhart RECORDER
File#
BK 2018 PG 8022

Recorder's Cover Sheet
Second Amendment to Declaration of Residential Covenants, Conditions and Restrictions for Painted Woods West Plat 1, Waukee, Dallas County, Iowa.

Preparer Information: Matthew M. Hurn
Wasker, Dorr, Wimmer and Marcouiller, PC
4201 Westown Pkwy, Suite 250
West Des Moines, IA 50266
(515)283-1801 (2503RE)

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Return Address: Matthew M. Hum
Wasker, Dorr, Wimmer, and Marcouiller, PC
4201 Westown Parkway, Suite 250
West Des Moines, IA 50266
(515) 283-1801(2503RE)

Legal Description: See Enclosed.

SECOND AMENDMENT TO DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICSTION FOR PAINTED WOODS WEST PLAT 1.

Painted Woods Development, L.C., an Iowa limited liability company, (hereinafter referred to as the "Declarant") hereby executes this Second Amendment to Declaration of Residential Covenants, Conditions, and Restrictions for Painted Woods West Plat 1, a Subdivision in Dallas County, Iowa, the development project known as PAINTED WOODS WEST (hereinafter referred to as the "Regime") pursuant to Chapter 499B, Code of Iowa (2013), this first amendment to take affect when filed for record in the Office of the Dallas County Recorder.

On October 23, 2015 the DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PAINTED WOODS WEST PLAT 1 was filed in the Office of the Dallas County Recorder at Book 2015, Page 17327. The definition of "Property" in said Declaration is hereby amended to include:

ALL LOTS IN PAINTED WOODS WEST PLAT 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WAUKEE, DALLAS COUNTY, IOWA.

Additionally, the Declarant now wishes to make the following amendments to the Declaration:

1) **ARTICLE VIII, Section C, Paragraph 3 – Maximum Assessments:** The Maximum annual assessment shall be reduced to $250.00.

2) **ARTICLE VIII, Section C, Paragraph 7 – Date of Commencement of Monthly Assessments; Due Dates:** Paragraph 7 shall be deleted in its entirety and replaced with the following:

7. Date of Commencement of Annual Assessments; Due Date. The annual assessments provided for herein shall commence as to each respective Lot on the date of conveyance of the Lot to an Owner (with a pro rata portion of the annual assessment being due from the Owner if the closing date is after the first of the year), and on the first day of each year thereafter. Any change in the annual assessments shall be effective immediately for all Lots purchased between the date of the filed Amendment to Declaration through the end of that calendar year. For Owners, changes to the annual assessment shall be effective on January 1 of the next year. If the annual assessment amounts are decreased, no refund will be owed or paid to any Owner for the year in which the annual assessment has been paid. LOTS OWNED BY THE DECLARANT SHALL BE EXEMPT FROM THE ASSESSMENTS DESCRIBED IN THIS ARTICLE AND THE ASSESSMENTS DESCRIBED IN ARTICLE VII. The maintenance responsibilities of the Association as to each Lot shall commence concurrently with the commencement of the annual assessments. The insurance assessment provided for in Article VII shall commence as to each lot on the date of conveyance of said Lot to an Owner (with a pro rate

portion thereof for the first year if the closing date is after the 1st of January). The Board of Directors shall fix any increase in the amount of annual assessments at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Directors shall deem appropriate shall be sent to every Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate in a recordable form signed by an Officer of the Association setting forth whether the assessment on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments on a Lot shall be binding upon the Association as the date of its issuance. PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

IN WITNESS WHEREOF, Painted Woods Development, L.C., an Iowa limited liability company, as Developer, has caused this instrument to be executed by its duly authorized officers this 7th day of May, 2018.

Painted Woods Development, L.C.,
A limited liability company
By: William B. Kimberley, President

STATE OF IOWA)
) SS.
COUNTY OF POLK)

On this 7th day of May, 2018, before me, the undersigned, a Notary Public in and for said County and said State personally appeared William B. Kimberley, to me personally known, who, being by me duly sworn, did say that he is the President of Painted Woods Development, L.C., an Iowa limited liability company; that no seal has been procured by the said corporation; and that the said William B. Kimberley 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.

JORDAN JAMES KRAMER
Commission Number 805723
My Commission Expires
August 04, 2020

Notary Public for State of Iowa

Doc ID: 007861310002 Type: CL-COVNT
Recorded: 09/25/2019 at 12:37:53 PM
Fee Amt: $12.00 Page 1 of 2
Dallas County Iowa
Chad C. Airhart RECORDER
File#
BK 2019 PG 17746

Recorder's Cover Sheet

FIRST AMENDMENT TO DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PAINTED WOODS WEST PLAT 1, A SUBDIVISION IN DALLAS COUNTY, IOWA.

Preparer Information: Matthew M. Hum
Wasker, Dorr, Wimmer and Marcouiller, PC
4201 Westown Pkwy, Suite 250
West Des Moines, IA 50266
(515)283-1801

Taxpayer Address: Painted Woods Development, LC
2785 North Ankeny Blvd Ste 22
Ankeny, IA 50023

Return Address: Matthew M. Hum
Wasker, Dorr, Wimmer, and Marcouiller, PC
4201 Westown Parkway, Suite 250
West Des Moines, IA 50266
(515) 283-1801

Legal Description: See Enclosed.

FIRST AMENDMENT TO DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PAINTED WOODS WEST PLAT 1, A SUBDIVISION IN DALLAS COUNTY, IOWA.

Painted Woods Development, LC, (hereinafter referred to as the "Developer") hereby executes this First Amendment to Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements of Painted Woods West Plat 2 for the development project known as PAINTED WOODS WEST (hereinafter referred to as the "Regime") pursuant to Chapter 499B, Code of Iowa (2009), this first amendment to take affect when filed for record in the Office of the Polk County Recorder.

On October 23, 2015 the DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PAINTED WOODS WEST PLAT 1, A SUBDIVISION IN DALLAS COUNTY, IOWA, was filed in the Office of the Dallas County Recorder at Book 2015 Page 17327. Said Declaration is hereby amended by Developer to include:

ALL LOTS IN PAINTED WOODS WEST PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WAUKEE, DALLAS COUNTY, IOWA.

PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

IN WITNESS WHEREOF, Painted Woods Development, LC, as Declarant has caused this instrument to be executed by its duly authorized officers this 1st day of September, 2016.

PAINTED WOODS DEVELOPMENT, LC

By: William B. Kimberley
William B. Kimberley, Manager

STATE OF IOWA)
) SS.
COUNTY OF POLK)

On this 1st day of September, 2016, before me, the undersigned, a Notary Public in and for said County and said State personally appeared William B. Kimberley, to me personally known, who, being by me duly sworn, did say that he is the Manager of Painted Woods Development, LC; that no seal has been procured by the said corporation; and that the said William B. Kimberley 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.

Notary Public for State of Iowa

NOTARIAL SEAL IOWA
JORDAN JAMES KRAMER
Commission Number 805723
My Commission Expires
August 04, 2020

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Recorded: 09/25/2019 at 12:38:14 PM
Fee Amt: $17.00 Page 1 of 3
Dallas County Iowa
Chad C. Airhart RECORDER
File#
BK 2019 PG 17747

Recorder's Cover Sheet
Fourth Amendment to Declaration of Residential Covenants, Conditions and Restrictions for Painted Woods West Plat 1, Waukee, Dallas County, Iowa.

Preparer Information: Matthew M. Hurn
Wasker, Dorr, Wimmer and Marcouiller, PC
4201 Westown Pkwy, Suite 250
West Des Moines, IA 50266
(515)283-1801

Return Address: Matthew M. Hum
Wasker, Dorr, Wimmer, and Marcouiller, PC
4201 Westown Parkway, Suite 250
West Des Moines, IA 50266
(515) 283-1801(2631RE)

Legal Description: See Enclosed.

FOURTH AMENDMENT TO DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICSTION FOR PAINTED WOODS WEST PLAT 1.

Painted Woods Development, L.C., an Iowa limited liability company, (hereinafter referred to as the "Declarant") hereby executes this Fourth Amendment to Declaration of Residential Covenants, Conditions, and Restrictions for Painted Woods West Plat 1, a Subdivision in Dallas County, Iowa, the development project known as PAINTED WOODS WEST (hereinafter referred to as the "Regime") pursuant to Chapter 499B, Code of Iowa (2013), this first amendment to take affect when filed for record in the Office of the Dallas County Recorder.

On October 23, 2015 the DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PAINTED WOODS WEST PLAT 1 was filed in the Office of the Dallas County Recorder at Book 2015, Page 17327. The Declarant now wishes to make the following amendments to the Declaration:

1) **ARTICLE VI, Section B, Paragraphs 1-4** – Paragraphs 1-4 shall be revised as follows:

1. One story dwellings in Painted Woods West Plat 1 must have a main floor finished area of not less than 1,600 square feet exclusive of any basement space; One story dwellings in Painted Woods West Plats 2 and 3 must have a main floor finished area of not less than 1,400 square feet exclusive of any basement space.

2. One and one-half story dwellings in Painted Woods West Plat 1 must have a main floor finished area of not less than 2,000 square feet exclusive of any basement space; One and one-half story dwellings in Painted Woods West Plats 2 and 3 must have a main floor finished area of not less than 1,800 square feet exclusive of any basement space.

3. Two story dwellings in Painted Woods West Plat 1 must have a main floor finished area of not less than 2,400 square feet exclusive of any basement space; Two story dwellings in Painted Woods West Plats 2 and 3 must have a main floor finished area of not less than 2,000 square feet exclusive of any basement space.

4. Split-level dwellings in Painted Woods West Plat 1 must have a main floor finished area of not less than 2,400 square feet exclusive of any basement space; Split-level dwellings in Painted Woods West Plats 2 and 3 must have a main floor finished area of not less than 2,000 square feet exclusive of any basement space.

The above changes shall be effective retroactively to the date the that final plats for Painted Woods West Plat 2 and Painted Woods West Plat 3 were each filed with the Dallas County Recorder's office. Any previously non-conforming lot is hereby approved by the Development Board and no penalty will be assessed.

IN WITNESS WHEREOF, Painted Woods Development, L.C., an Iowa limited liability company, as Developer, has caused this instrument to be executed by its duly authorized officers this 3rd day of January, 2019.

Painted Woods Development, L.C.,
A limited liability company

By: _____
William Kimberley, President

STATE OF IOWA)
) SS.
COUNTY OF POLK)

On this 3rd day of January, 2019, before me, the undersigned, a Notary Public in and for said County and said State personally appeared William Kimberley, to me personally known, who, being by me duly sworn, did say that she is the President of Painted Woods Development, L.C., an Iowa limited liability company; that no seal has been procured by the said corporation; and that the said William Kimberley as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by her voluntarily executed.

_____
Notary Public for State of Iowa

NOTARIAL SEAL IOWA
JORDAN JAMES KRAMER
Commission Number 805723
My Commission Expires
August 04, 2020