

PRELIMINARY DRAFT - SUBJECT TO CHANGE UNTIL RECORDED

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FIRST AMENDMENT TO DECLARATION OF USE RESTRICTIONS, COVENANTS, AND BUILDING SPECIFICICATIONS APPLICABLE TO PARKSIDE PLAT, WAUKEE, DALLAS COUNTY, IOWA

This First Amendment to Declaration of Use Restrictions, Covenants, and Building Specifications Applicable to Parkside Plat, Waukee, Dallas County, Iowa is executed on _____, 2026, by Parkside Waukee, LLC, an Iowa limited liability company (hereinafter referred to as “Declarant”).

WHEREAS the Declaration of Use Restrictions, Covenants, and Building Specifications Applicable to Parkside Plat, Waukee, Dallas County, Iowa, were dated November 5, 2024, and filed with the plat of Parkside Plat 1 on November 8, 2024, in Book 2024 at Page 17640 in the records of the Dallas County Recorder’s office;

WHEREAS Pursuant to Article V, Sections A and D, the Declarant is hereby amending the Use Restrictions, Covenants, and Build Specifications and adding additional property as follows.

Article I, Section D is stricken and replaced with the following:

D. “Property” shall mean Parkside Plat 1, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa, and Parkside Plat 2, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa.

Article I, Section E is stricken and replaced with the following:

E. “Common Area Lot” shall mean Outlot Z in Parkside Plat 1, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa, AND Outlot Z in Parkside Plat 2, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa.

Article II, Section B, paragraph 7 shall be stricken and replaced with the following:

7. Minimum House Sizes. All single-family homes shall contain a minimum square footage of living space exclusive of attached garages, breezeways, porches, and finished basement areas as follows:

Lots 1 through 3 and 45 through 52 in Parkside Plat 1:

- a. One-story dwellings must have a finished floor area of at least one thousand four hundred fifty (1,450) square feet above grade.
- b. One and one-half story dwellings must have a combined finished floor area of at least one thousand seven hundred fifty (1,750) square feet above grade.
- c. Two-story dwellings must have a combined finished floor area of at least one thousand eight hundred fifty (1,850) square feet above grade.

Lots 4 through 9 and 26 through 44 in Parkside Plat 1:

- a. One-story dwellings must have a finished floor area of at least one thousand five hundred (1,500) square feet above grade.
- b. One and one-half story dwellings must have a combined finished floor area of at least one thousand seven hundred fifty (1,750) square feet above grade.
- c. Two-story dwellings must have a combined finished floor area of at least one thousand eight hundred fifty (1,850) square feet above grade.

Lots 10 through 25 in Parkside Plat 1:

- a. One-story dwellings must have a finished floor area of at least one thousand five hundred fifty (1,550) square feet above grade.
- b. One and one-half story dwellings must have a combined finished floor area of at least one thousand eight hundred (1,800) square feet above grade.
- c. Two-story dwellings must have a combined finished floor area of at least two thousand (2,000) square feet above grade.

Lots 1 through 6 and 29 through 79 and 92 through 96 in Parkside Plat 2:

- a. One-story dwellings must have a finished floor area of at least one thousand five hundred fifty (1,550) square feet above grade.
- b. One and one-half story dwellings must have a combined finished floor area of at least one thousand eight hundred fifty (1,850) square feet above grade.
- c. Two-story dwellings must have a combined finished floor area of at least two thousand (2,000) square feet above grade.

Lots 7 through 28 and 80 through 91 in Parkside Plat 2:

- d. One-story dwellings must have a finished floor area of at least one thousand six hundred (1,600) square feet above grade.
- e. One and one-half story dwellings must have a combined finished floor area of at least one thousand nine hundred fifty (1,950) square feet above grade.
- f. Two-story dwellings must have a combined finished floor area of at least two thousand one hundred (2,100) square feet above grade.

Article II, Section B, paragraph 10 shall be stricken and replaced with the following:

10. Landscaping. Within thirty (30) days of completion of the dwelling on a Lot, the Lot Owner shall fully sod the Lot, except where the topography, conservancy districts, creek slopes or tree cover does not making sodding practical, and thereafter now and maintain it in accordance with this Declaration. If weather conditions make the time requirement for sodding impossible to comply with, Declaration shall establish a reasonable period of time for compliance.

The Declarant has agreed to install landscaping and plantings on a berm located along NW 10th Street in accordance with the planting plan approved by the City. The Association and the Owner of each Lot shall be responsible for the ongoing maintenance, repair, and replacement of any such landscaping and plantings. In particular, the Owner of each Lot shall have the responsibility to maintain, repair, and replace any such landscaping and plantings located on their Lot. The Association shall have the responsibility of maintenance, repair, and replacement of such landscaping and plantings located on the Common Area Lot. In the event that a Lot Owner does not maintain, repair, or replace such landscaping and plantings on that Owner's Lot, the Association shall have the right to complete the necessary maintenance, repair, or replacement and assess that Owner's Lot for all costs related to such work, including the cost of collecting said assessment. The Association shall also have the right to assess each Owner's Lot for the costs of necessary maintenance, repair, or replacement with respect to the landscaping and plantings located on the Common Area Lot. All such assessments shall constitute an automatic lien on the Lot.

IT WITNESS WHEREOF the undersigned Declarant has executed this First Amendment to Declaration of Use Restrictions, Covenants, and Building Specifications Applicable to Parkside Plat, Waukee, Dallas County, Iowa on the date appearing in the first page above.

Dated on _____, 2026.

OWNERS:
PARKSIDE WAUKEE, LLC

By: Derek Temple, Manager

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Derek Temple to me personally known, who being by me duly sworn, did say that he is the Manager of Parkside Waukee, LLC, an Iowa limited liability company, and that the instrument was signed on behalf of said company by authority of its Manager; and that said person acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the company and by him voluntarily executed.

Notary Public In and For the State of Iowa