

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR KETTLESTONE  
RIDGE PLAT 1**

**Preparer Information:**

Lisa R. Wilson  
475 Alice's Road, Suite A  
Waukee, Iowa 50263  
(515) 369-2502

**Taxpayer Information:**

N/A

**Return Document To:**

Wilson & Egge, P.C.  
475 Alice's Road, Suite A  
Waukee, Iowa 50263

**Grantor:**

Jerry's Homes, Inc.

**Grantee:**

N/A

**Legal Description:**

Lots One (1) through Nineteen (19) in Kettlestone Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa AND Lots One (1) through Fourteen (14) in Kettlestone Ridge Plat 2, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa AND Lots One (1) through Ten (10) in Kettlestone Ridge Plat 3, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa.

**Document or instrument number of previously recorded documents:**

Book 2016, Page 7687/ Book 2016, Page 10573/Book 2016, Page 14118/Book 2018, Page 23840

**FOURTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS  
FOR KETTLESTONE RIDGE PLAT 1**

THIS FOURTH AMENDMENT TO DECLARATION is made this 7<sup>th</sup> day of November, 2019.

WHEREAS, a Declaration of Covenants, Conditions, Easements and Restrictions for KETTLESTONE RIDGE PLAT 1 was executed on May 16, 2016, by JERRY'S HOMES, INC., an Iowa corporation ("Declarant") and filed of record in Dallas County, Iowa, on May 19, 2016, in Book 2016, Page 7687, as amended by a First Amendment filed on June 28, 2016 in Book 2016, Page 10573, a Second Amendment filed August 8, 2016 in Book 2016, Page 14118 and a Third Amendment filed December 21, 2018 in Book 2018, Page 23840 (hereinafter "Declaration"); and

WHEREAS, the undersigned Declarant, pursuant to rights granted under Article XIV of the Declaration as filed, has the right to annex additional land and common area to the terms of the Declaration.

WHEREAS, Declarant desires to subject Lots 1 through 17, and Outlots Y and Z, in Kettlestone Ridge Plat 5 to the terms of the Declaration.

NOW, THEREFORE, the undersigned Declarant does hereby modify the Declaration as follows:

1. "Lot" as defined in Article I(E) of the Declaration is amended to include the following described real estate:

Lots 1 through 17, inclusive, in Kettlestone Ridge Plat 5.
2. The following subsection "H" shall be added to Article I:

H. "Outlot" shall mean and refer to Outlots Y and Z as shown on the recorded plat of Kettlestone Ridge Plat 5.
3. Article V(C) shall be deleted in its entirety and replaced with the following:

C. No light pole shall be used or placed upon any Lot that extends more than ten feet (10') above grade, except those to light a tennis court. All light poles shall be of a residential design and shall be positioned on a Lot in a manner that will avoid direct lighting onto adjoining Lots. In no event shall a light pole be located any closer than twenty feet (20') from any property line.
4. The following subsection "E" shall be added to Article VI:

E. The Owner of the Lot(s) on which a mailbox cluster unit is located shall be responsible for removal of snow and ice which would obstruct access to the mailbox cluster units by the mail carrier and other Owners.
5. Article XI of the Declaration shall be deleted in its entirety and replaced with the following:

**XI. REVIEW AND APPROVAL OF PLANS**

- A. Plans and Specifications to be Submitted for Approval.

(1) Final site plan documents drawn to scale outlining the following must be submitted to the Executive Committee for review and approval prior to the commencement of any construction on a Lot:

- (a) Property legal description with scale and arrow on plan showing North;
- (b) Building locations including setback dimensions;
- (c) Driveways and sidewalks;
- (d) Special features, such as fencing, lighting, underground utilities and mechanical equipment;
- (e) Contour lines or slope of draining;
- (f) Landscaping plan, submitted prior to installations;
- (g) Size, height, type and color of any sign; and
- (h) Parking areas, points of access, as well as any easements for access and means of screening; and
- (i) Any other document requested by the Executive Committee.

(2) Final building plans and specifications outlining the following must be submitted to the Executive Committee for review and approval prior to the commencement of any construction on a Lot:

- (a) Floor plans, exterior elevations and sections;
- (b) Square footage of buildings;
- (c) Exterior colors and material samples for exposed exterior materials; and
- (d) Perspective rendering or photo, if available; and
- (e) Any other item or specification requested by the Executive Committee.

6. Article XII(A) of the Declaration shall be deleted in its entirety and replaced with the following:

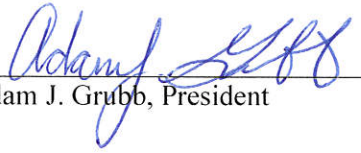
A. Duties of the Association. The Association, through its Board of Directors, shall have the right, power and authority to provide for the enforcement of this Declaration; to perform all maintenance, repair, reconstruction, restoration, and replacement of the improvements made by the Declarant within the easement areas pursuant to Article VII or any other common area owned or controlled by the Association; to perform all maintenance, repair, reconstruction, restoration, and replacement of any storm water detention areas owned or controlled by the Association, including Outlots Y and Z; to perform all maintenance and replacement of all street trees located along S.E. Esker Ridge Drive; to perform all maintenance, repair, reconstruction, restoration and replacement of any fencing in common areas owned or controlled by the Association; to perform all maintenance of the recreational trail pursuant to the Public Access And Recreation Trail Easement granted to the City and filed of record with the Dallas County Recorder; to levy,

collect, and have jurisdiction, control and possession of assessments as hereinafter provided; and, to enter into contracts, including contracts for insurance, as may be necessary or desirable to carry out the provisions of this Declaration.

7. Any general references in the Declaration to "Kettlestone Ridge, Kettlestone Ridge Plat 1", "Kettlestone Ridge Plat 2", and/or "Kettlestone Ridge Plat 3" shall also include reference to "Kettlestone Ridge Plat 5."
8. In all other respects, the Declaration shall remain unaffected and be enforceable as filed.

Dated on this day and year first written above.

JERRY'S HOMES, INC., an Iowa corporation,  
Declarant

By:   
Adam J. Grubb, President

STATE OF IOWA     )  
                                  ) ss  
COUNTY OF Polk    )

This record was acknowledged before me on this 7 day of November, 2019, by Adam J. Grubb, President of Jerry's Homes, Inc.

  
Notary Public in and for the State of Iowa

