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Dallas County Iowa
ReNae Arnold RECORDER
File#
BK2023 PG15584

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF BENTLEY RIDGE

Recorder's Cover Sheet

Preparer Information: David L. Ginger
Belin McCormick, P.C.
666 Walnut Street, Suite 2000
Des Moines, Iowa 50309
(515) 283-4668

Taxpayer Information: N/A

Return Document To: Preparer

Grantor/Declarant: Bentley Ridge, LLC

Grantee: N/A

Legal Description: Lots 1 – 89 in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa

AND

Outlots S, T, U and V in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa

Document or instrument number of previously recorded documents: N/A

NOTE: This cover page is prepared in compliance with Iowa Code section 331.606b. This cover page is provided for information purposes only.

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF BENTLEY RIDGE

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF BENTLEY RIDGE (this "Declaration") is made this 24th day of May, 2023 by Bentley Ridge, LLC, an Iowa limited liability company.

WHEREAS, Declarant is the owner of certain real property legally described as follows:

Lots 1 – 89 in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa;

AND

Outlots S, T, U and V in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa

(hereinafter collectively referred to as the "Properties").

WHEREAS, Declarant is desirous of protecting the value and desirability of the Properties.

NOW, THEREFORE, Declarant hereby declares that the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which: are for the purpose of protecting the value and desirability of the Properties; shall run with the land; shall be binding on all parties having any right, title or interest therein, or any part thereof, their heirs, successors and assigns; and shall inure to the benefit of each owner thereof.

I. DEFINITIONS.

For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:

A. "Building Lot" shall mean and refer to one or more Lots used for the construction of one dwelling as herein permitted.

B. "City" shall mean the City of Urbandale, Iowa.

C. "Declarant" shall mean and refer to Bentley Ridge, LLC.

D. "Lot" shall mean and refer to any of Lots 1 – 89 in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the legal or equitable title to any Lot or Building Lot that is a part of the Plat.

F. "Plat" shall mean and refer to the Plat of Bentley Ridge Plat 1 as filed in the Office of the Recorder of Dallas County, Iowa.

II. DESIGNATION OF USE.

A. All Lots shall be known and described as residential lots and shall not be improved, used or occupied for any purpose other than private residential purposes. No full-time or part-time business activity may be conducted on any Lot or in any dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of the zoning ordinance of the City. None of Outlots S, T, U or V may be improved, used or occupied for any purpose other than surface water flowage and storm water detention.

B. DECLARANT HEREBY DISCLOSES TO EACH OWNER THAT OUTLOTS W, X, Y AND Z IN BENTLEY RIDGE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF URBANDALE, DALLAS COUNTY, IOWA AND ANY OTHER PROPERTY RETAINED BY DECLARANT NOT SUBJECTED TO THIS DECLARATION BY AN EXPRESS, WRITTEN INSTRUMENT SIGNED BY DECLARANT ARE NOT SUBJECT TO THIS DECLARATION AND MAY BE USED FOR ANY PURPOSE DESIRED BY DECLARANT OR THE THEN-OWNER THEREOF, INCLUDING, WITHOUT LIMITATION, USE FOR COMMERCIAL PURPOSES. BY ACCEPTANCE OF A DEED FOR A LOT, EACH OWNER SHALL BE DEEMED TO HAVE CONCLUSIVELY: (I) ACKNOWLEDGED THAT OUTLOTS W, X, Y AND Z AND ANY OTHER PROPERTY RETAINED BY DECLARANT NOT SUBJECTED TO THIS DECLARATION BY AN EXPRESS, WRITTEN INSTRUMENT SIGNED BY DECLARANT ARE NOT SUBJECT TO THIS DECLARATION; AND (II) CONSENTED TO THE USE OF OUTLOTS W, X, Y AND Z AND ANY OTHER PROPERTY RETAINED BY DECLARANT NOT SUBJECTED TO THIS DECLARATION BY AN EXPRESS, WRITTEN INSTRUMENT SIGNED BY DECLARANT IN MANNERS THAT ARE NOT CONSISTENT WITH THIS DECLARATION, INCLUDING, WITHOUT LIMITATION, USE FOR COMMERCIAL PURPOSES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BY ACCEPTANCE OF A DEED FOR A LOT, EACH OWNER SHALL BE DEEMED TO HAVE CONCLUSIVELY AGREED THE DOCTRINE OF RECIPROCAL NEGATIVE EASEMENTS OR COVENANTS DOES NOT APPLY TO OUTLOTS W, X, Y AND Z OR ANY OTHER PROPERTY RETAINED BY DECLARANT.

III. BUILDING TYPES.

A. Except as specifically set forth herein, no building or structure shall be constructed, altered, or maintained on any Lot other than a detached single family dwelling with private garage and one (1) shed per Building Lot. Any shed constructed, altered or maintained on any Building Lot shall comply with the requirements set forth in Article IV, including, without limitation, the stick built construction requirement (i.e. sheds may not be store bought sheds), and shall use the same materials and exterior paint color as the dwelling upon such Building Lot.

B. The construction of any building or structure on any Lot shall be performed utilizing then acceptable construction methods and procedures.

IV. BUILDING AREA, DESIGN AND CONSTRUCTION.

A. Stick Built Construction. All buildings and structures located on any Lot shall be on-site "stick-built" construction, and no building or structure of any kind shall be moved onto any Lot, such as, but not limited to, the movement of mobile, modular or any other manufactured homes onto any Lot.

B. Minimum Dwelling Sizes. No dwelling shall be constructed or permitted to remain upon any Lot unless it meets the following minimum dwelling size requirements:

(i) For Lots 1 – 44 in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa

- One story dwellings must have a finished area of not less than 2,200 square feet;
- One and one-half story dwellings must have a finished area of not less than 2,600 square feet; and
- Two story dwellings must have a finished area of not less than 3,000 square feet.

(ii) For Lots 45 – 89 in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa

- One story dwellings must have a finished area of not less than 2,000 square feet;
- One and one-half story dwellings must have a finished area of not less than 2,400 square feet; and

- Two story dwellings must have a finished area of not less than 2,800 square feet.

In computing total finished area, the same shall not include more than twenty-five percent (25%) of any finished area that has its floor below the exterior grade (e,g, basements). In computing total finished area, the same shall not include any porches, breezeways or attached or built-in garages. All buildings, structures or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.

C. Minimum Masonry. No dwelling shall be constructed or permitted to remain upon any Lot unless the exterior surface of the front facade of the dwelling (i.e. the side of the dwelling with the front entry door) contains at least twenty-five percent (25%) decorative masonry.

D. Exterior Paint. The painted exterior portions of all buildings and structures located on any Lot shall be painted in earth-tone colors. Any re-painting of such portions of such buildings or structures located on any Lot shall be done in earth-tone colors.

E. Decks and Porches. Decks attached to the dwelling shall be built from materials similar to those used on the residence. Unpainted/Unstained natural wood decks, though permitted for rear yard porches, are not acceptable as front entry porches.

F. Landscaping. All Lots shall be sodded, which includes the front, side and rear yards. All sod shall be completed as soon as possible upon issuance of a certificate of occupancy, but in no event shall this be more than nine (9) months from the date of the issuance of the building permit, and thereafter maintained. The Owner of a Lot for which a Landscape Easement is depicted on the Plat, including the fifty (50) foot landscape easement along 170th Street and Waterford Road, shall keep, maintain and replace the landscape plantings (such as, but not limited to, trees, bushes, shrubs and grasses) located within the easement area of the Landscape Easement in the same location such landscape plantings were in as of their initial planting and, should any of such landscape plantings die, the Owner of a Lot shall promptly replace such dead landscape plantings with new landscape plantings of the substantially same variety in the same location.

G. Sidewalks. At the time a dwelling is built upon a Lot, the Owner of the Lot shall be responsible for construction of the public sidewalk along each street frontage in accordance with City specifications. Declarant has no obligation to an Owner or the Owner's builder to install sidewalks. All sidewalks shall be constructed within nine (9) months of issuance of building permit. In the event the Owner does not complete construction within nine (9) months, the Owner agrees to obtain a sidewalk bond, which will meet the City requirements, and will keep the

bond in force until the sidewalk has been installed and the bond is released by the City.

H. Siding. All buildings and structures located on any Lot shall use hardboard siding. No steel, aluminum or vinyl siding are permitted.

V. GARAGES AND DRIVEWAYS.

All dwellings must have, at a minimum, an attached three car garage. All dwellings shall have a portland cement concrete driveway running from the city street to the garage. No gravel driveways shall be permitted.

VI. TEMPORARY AND OTHER STRUCTURES; CERTAIN USES.

No temporary building or structure shall be built or maintained on any Lot. No camper, motor home, watercraft, trailer, unfinished dwelling basement, tent, shack, shed or garage shall be used at any time as a dwelling. No vehicle with a gross vehicle weight greater than 7,000 pounds, and no camper, motor home, watercraft, trailer, utility vehicle, equipment or similar property may be parked or maintained on any Lot (except inside a garage) or on the public street, other than on a temporary basis; provided that this restriction shall not apply to trucks, equipment or trailers used in connection with construction of or rebuilding of a dwelling on any Lot. Temporary shall mean no more than a total of fourteen (14) days per year. At no time may any vehicle, camper, motor home, watercraft, trailer, utility vehicle, equipment or similar property be parked or maintained in the yard of any Lot. At no time shall any vehicle, camper, motor home, watercraft, trailer, utility vehicle, equipment or similar property be disassembled, repaired or serviced on any Lot, except inside a garage or dwelling.

VII. FENCES.

No fences shall be built or maintained in front of the front line of the dwelling extended to the side Lot lines. No fences shall be built or maintained within the fifty (50) foot landscape easement along 170th Street or Waterford Road. Fences shall be allowed on or across drainage easements or waterways as long as they do not impede the water flow and are kept clean from any debris buildup. All fences must be constructed of wrought iron or black vinyl-coated chain link material. No wood fences are permitted. Notwithstanding the foregoing, any fence must comply with any more restrictive requirements of the City in effect from time to time.

VIII. EASEMENTS.

Easements for installation and maintenance of utilities, landscaping, and drainage facilities (both storm sewer and surface flowage) are reserved as shown on the recorded Plat. The Owner and/or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant, maintain, keep and preserve that portion of the easement within the Lot in good repair and condition at all times and shall neither erect nor permit erection of any building, structure or other improvement of any kind within the easement areas (except customary ground cover or

fences in accordance with the above) which might interfere in any way with the use, maintenance, replacement, inspection or patrolling permitted by such easements. Any berm and/or swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed.

IX. NUISANCES.

No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or a nuisance, either temporarily or permanently.

X. STORM WATER.

Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Owner shall be solely responsible for the Lot with respect to compliance with all terms, provisions and requirements of any NPDES Storm Water Discharge Permit No. 2 and any storm water pollution prevention plan which includes the Lot. During the ownership of the Lot, the Owner shall protect, defend, indemnify and hold the Declarant and other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant fees caused by, or in any manner related to (i) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot and/or (ii) any alleged violation of any NPDES or storm water discharge rule or regulation.

XI. SIGNS.

No sign of any kind shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except (i) street markers, traffic signs, or any signs installed by the City, other governmental entities or the Declarant, (ii) signs which have been approved by the Declarant in writing that do not exceed 144 square inches in area on which there shall only be exhibited the street number and/or the name of the resident, (iii) a customary sign (one per Building Lot) advertising a Building Lot or dwelling for sale, not exceeding 1,296 square inches, (iv) signs for political campaigns and public voting matters. In the event that any signs other than those described above shall be placed or exposed to view or permitted on any Lot, the agents of the Declarant are hereby given the right to enter upon such Lot and remove such signs. Declarant reserves the right to install entrance and directional signs at locations and of design determined by the Declarant in a manner consistent with the ordinances of the City.

XII. TRASH AND RECYCLING RECEPTACLES.

No trash or recycling receptacles or garbage cans shall be permitted to be placed on a Lot outside a dwelling or garage unless hidden by an attractive screen of suitable height. However, unscreened receptacles and cans shall be allowed to be placed on a Lot outside a dwelling or garage without an attractive screen no earlier than twenty-four (24) hours prior to a scheduled

pick up of such receptacles and cans and no later than twelve (12) hours following the scheduled pick up of such receptacles and cans.

XIII. UTILITIES.

All utility connection facilities and services shall be underground. Utility meters shall be hidden architecturally or through the use of remote reading devices, if available.

XIV. TOWERS AND ANTENNAS.

No exterior tower, antenna or television transmission dish of any kind shall be constructed, installed, modified or permitted on the ground, dwellings or garages. Notwithstanding the foregoing, an exterior tower, antenna or television transmission dish which is twenty-four (24) inches or less in diameter shall be permitted on the rear elevation of the dwelling. No more than one (1) such exterior tower, antenna or television transmission dish shall be permitted on each Building Lot, and in no event shall such exterior tower, antenna or television transmission dish be installed in the front elevation of the dwelling. No more than one (1) penetration in the dwelling shall be permitted for the cable from such exterior tower, antenna or television transmission dish. No other exterior towers or antenna shall be constructed, installed, modified or permitted on the ground, dwellings or garages.

XV. MAINTENANCE.

The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the same free of trash, weeds and debris and to keep the lawn and landscaping well maintained and healthy, including, but not limited to, maintaining the lawn at a height not to exceed six (6) inches, unless within a surface water flowage or storm water detention area. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the exterior of any dwelling, the driveway, screening and all other improvements.

XVI. CERTAIN ANIMALS PROHIBITED.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than a total of three (3) dogs and/or cats be kept at any single Building Lot at any one time. Dogs may not be kept outside of the dwelling overnight.

XVII. NO ACCESSORY STRUCTURES.

Except as specifically set forth herein, no Lot may have any accessory structures, including, without limitation, any garden houses, tennis courts and dog runs. No above-ground or non-permanent swimming pools shall be permitted on any Lot.

XVIII. HOT TUBS.

Each Building Lot may have no more than one (1) hot tub. No hot tub shall be located farther than the front line of the residential dwelling extended to the side Lot lines, and no hot tub shall be located in any manner that allows such hot tub to be visible from the street adjoining the Building Lot.

XIX. SURFACE WATER.

The topography of the Plat is such that surface water may flow from certain Building Lots onto other Building Lots. In regard to all matters concerning surface water, each Building Lot shall be subject to and benefited by such easements as may exist from the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time; and all Owners shall have such rights and obligations with respect thereto as may be provided by such laws. When construction of a dwelling is complete, the Lot, as well as all adjacent Lots on which the finish grades have been disturbed by the construction activity, must be restored to the finish grades which are consistent with the original engineering design of the Plat. In addition, the Owner must restore all Lots on which their building activities may have caused a disturbance of final soil stabilization, a disturbance of newly seeded ground for soil stabilization or a disturbance or removal of silt fence to their original condition prior to the construction activities. This work must be done within seven (7) days after construction of the dwelling has been completed.

XX. ENFORCEMENT OF COVENANTS.

This Declaration shall be deemed to run with the land, and the Declarant or the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration to enjoin its violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity.

XXI. AMENDMENTS OF COVENANTS.

Except as set forth below, this Declaration may be amended from time to time with the approval of the Owners. Such approval shall be given by the affirmative vote of not less than three-fourths (3/4) of the Owners. The Owner of each Lot (or the joint Owners of a single Lot in the aggregate) shall be entitled to cast one vote on account of each Lot owned (e.g. an Owner of two (2) Lots is entitled to two (2) votes). **Provided, however, until the Declarant has sold all of the Lots, it may make amendments or modifications to this Declaration without the approval of any other Owners or other party.** Such amendments or modifications by the Declarant shall be effective as of the date the amendment or modification has been filed with the Dallas County Recorder.

XXII. PERIOD OF COVENANTS.

This Declaration shall continue and remain in full force and effect at all times as to the Plat and as to the Owners of any Lot, regardless of how title was acquired, until the date twenty-one (21) years after the recording of this Declaration. This Declaration may be extended by the filing of a

claim by any Owner with the Dallas County Recorder pursuant to the provisions of Section 624.24 of the Iowa Code prior to the end of the original term or prior to the end of any succeeding term of this Declaration.

XXIII. ENFORCEMENT AND WAIVER.

A. In the event that any one or more of the foregoing covenants, conditions, easements or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, easements and restrictions not so expressly held to be void, which shall continue unimpaired and in full force and effect.

B. The Properties shall also be subject to any and all rights and privileges of the City, now held or hereafter acquired, by dedication or conveyance, by reason of the platting and recording of the Properties, by this Declaration or by law. Wherever there is a conflict between this Declaration and the zoning ordinance of the City, the more restrictive shall be binding.

C. This Declaration shall not be applicable to property dedicated to the City, and the City may allow appropriate public use on city-owned property within the Plat.

XXIV. OWNER'S ASSOCIATION.

A. Definitions. In addition to the definitions set forth above, the following terms shall have the following definitions, except as otherwise specifically provided:

- "Association" shall mean and refer to Bentley Ridge Owners Association, Inc., its successors and assigns, a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa.

- "Association Responsibility Elements" shall mean the storm water detention basins, including the lawn and landscape plantings located thereon, for which the Association is responsible pursuant to a certain Storm Water Facility Management and Maintenance Covenant and Permanent Easement Agreement between Declarant and the City, the subdrain tile lines and any other property conveyed by Declarant to the Association in accordance with this Declaration.

- "Board of Directors" shall mean and refer to the Board of Directors of the Association.

- "Member" shall mean and refer to those persons entitled to membership as provided in this Declaration or the Bylaws of the Association.

B. Membership and Voting. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment hereunder. Subject to provisions hereof and of the Bylaws of the Association, the Owners of a Lot shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot.

Notwithstanding any other provision of this Declaration, Declarant shall be the sole voting Member of the Association until Declarant waives, in writing, its right to be the sole voting member, which will not occur until such time as Declarant has conveyed all lots located in the Plat. During such time period, Declarant shall have the sole right to elect Directors and cast votes as Declarant deems appropriate. **EACH OWNER BY ACCEPTANCE OF A DEED FOR A LOT SHALL BE DEEMED TO HAVE RELEASED DECLARANT FROM ALL CLAIMS WITH RESPECT TO ACTIONS TAKEN OR NOT TAKEN WHILE DECLARANT CONTROLS THE ASSOCIATION.**

The voting Members shall elect a Board of Directors of the Association as prescribed by the Bylaws of the Association. The Board of Directors shall manage the affairs of the Association.

The Association shall suspend the voting rights of a Member for any period during which any assessment hereunder against his/her/its Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association.

Unless the Articles of Incorporation or the Bylaws of the Association otherwise provide, written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered no less than five (5) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President or Secretary, or the officer or persons calling the meetings, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the Member at his/her/its address as it appears on the records of the Association, with postage thereon prepaid.

C. Assessments.

- ***Creation of Lien and Personal Obligation of Assessments.*** Declarant hereby covenants for each Lot and the Owner of each Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) a general annual assessment

and (2) special assessments to be established and collected as hereinafter provided. The annual assessment and special assessments, together with late fees, interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessments are made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall further be the joint and several personal obligation of each person who was the Owner of such property at the time when the assessment became due. The Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any repair or replacement of improvements that the Association is required to maintain or for operating deficits that the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the Members who are voting in person or by proxy at a meeting duly called for this purpose

- ***Purpose of Assessments.*** The assessments levied by the Association shall be used exclusively to maintain, repair and replace the Association Responsibility Elements. A portion of annual assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing for any repair or replacement. Notwithstanding the foregoing, Declarant may use any reserve funds, if established, to defray operating costs, as it deems appropriate.

- ***Limitation on Assessments.*** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant or an affiliate of Declarant, the maximum annual assessment shall be one hundred dollars and no/100 ($100.00) per Lot. Thereafter, the maximum annual assessment may be increased effective January 1 of each year at an amount fixed by the Board of Directors. The Board of Directors shall fix any increase or decrease in the amount of the annual assessment 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 Board of Directors shall deem appropriate shall be sent to every Owner subject thereto. The Board of Directors shall establish the due dates for all assessments. 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 assessments 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 of the date of its issuance. DECLARANT SHALL NOT BE LIABLE FOR ANY ANNUAL ASSESSMENTS OR SPECIAL ASSESSMENTS UPON LOTS OWNED BY IT. DECLARANT IS NOT RESPONSIBLE FOR THE ESTABLISHMENT OF A BUDGET AS LONG AS DECLARANT IS THE SOLE VOTING MEMBER OF THE ASSOCIATION. The Association and Declarant are not required to submit statements for assessments to any Owner.

- ***Uniformity of Assessments.*** Both annual assessments and special assessments must be fixed at a uniform rate for all Lots, except as otherwise set forth herein.

- ***Effect of Nonpayment of Assessments.*** The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of said assessment all cost and expenses incurred by the Association in collecting said assessments, including reasonable attorney's fees, whether or not legal action is required in connection therewith.

- ***Subordination of Lien to Mortgages.*** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The assessment shall be paid prior to or at the closing of sale or transfer of any Lot. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

D. Maintenance. The Association shall provide all maintenance, repair and replacement for the Association Responsibility Elements. In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of any Owner, or the Owner's family, guests, invitees, agents or contractors, the cost of such maintenance, repair or replacement shall be assessed to such Owner pursuant to subsection (C).

E. Addition of Association Responsibility Elements. Declarant shall have the right at any time to allocate and/or convey additional Association Responsibility Elements to the Association. The Association shall be obligated to accept any additional Association Responsibility Elements allocated and/or conveyed by Declarant and to hold and maintain the same pursuant to the terms of this Declaration.

XXV. ADDITION OF LAND.

Declarant shall have the irrevocable right to subject additional land to the terms of this Declaration at any time in the future without the consent or approval of the Association or any Owner. The additional land shall be automatically subject to the applicable terms and conditions of this Declaration and Owners of Lots within the additional land shall automatically become

Members of the Association in the same fashion as described in this Declaration and shall be subject to the same applicable terms, conditions, rights, duties and assessments as described in this Declaration. Declarant shall signify the addition of land by filing an amendment to this Declaration with the Recorder of Dallas County, Iowa.

XXVI. DISCLAIMER.

THE OWNER OF A LOT ACKNOWLEDGES AND AGREES THAT DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WORKMANLIKE CONSTRUCTION. IN NO EVENT SHALL DECLARANT BE LIABLE TO THE OWNER OF A LOT FOR DAMAGE OR REPAIRS TO ANY STREETS, STORM WATER DETENTION BASINS OR ANY OTHER IMPROVEMENTS WITHIN THE PLAT.

XXVII.LOT TIE.

The outlots set forth below shall be combined to the Lots set forth below by a record of lot tie. No portion of said outlots shall be transferred, sold or conveyed independent of the Lot to which such outlot is tied:

A. Outlot S in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa is hereby lot tied to Lot 22 in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa.

B. Outlot T in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa is hereby lot tied to Lot 23 in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa.

C. Outlot V in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa is hereby lot tied to Lot 34 in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa.

IN WITNESS WHEREOF, this Declaration was made by the Declarant as of the date first written above.

[One Signature Page Follows]

Signature Page - Declaration of Covenants, Conditions, Easements and Restrictions of Bentley Ridge.

BENTLEY RIDGE, LLC

By: _____
Jared T. Johnson, Manager

STATE OF IOWA)
) SS:
COUNTY OF DALLAS)

This instrument was acknowledged before me on this 24th day of May, 2023 by Jared T. Johnson, as Manager of Bentley Ridge, LLC.

_____
Notary Public in and for the State of Iowa

LISA JO SKIPTON
Commission Number 782774
My Commission Expires
February 21, 2026

2024-02815
RECORDED: 03/04/2024 01:57:00 PM
RECORDING FEE: $22.00
IOWA E-FILING FEE: $3.00
COMBINED FEE: $25.00
REVENUE TAX: $
RENAE ARNOLD, RECORDER
DALLAS COUNTY, IOWA

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF BENTLEY RIDGE

Recorder's Cover Sheet

Preparer Information:	David L. Ginger Belin McCormick, P.C. 666 Walnut Street, Suite 2000 Des Moines, Iowa 50309 (515) 283-4668
Taxpayer Information:	N/A
Return Document To:	Preparer
Grantor/Declarant:	Bentley Ridge, LLC
Grantee:	To Whom It May Concern
Legal Description:	Lots 1 – 89 in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa; AND Outlots S, T, U and V in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa.

Document or instrument number of previously recorded documents: Declaration of Covenants, Conditions, Easements and Restrictions of Bentley Ridge recorded October 18, 2023 in Book 2023, Page 15584 of the Dallas County, Iowa records

NOTE: this cover page is prepared in compliance with Iowa Code section 331.606b. This cover page is provided for information purposes only.

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
OF BENTLEY RIDGE

This Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Bentley Ridge (the "Amendment") is made this 28 day of February, 2024 by Bentley Ridge, LLC, an Iowa limited liability company (the "Declarant").

WHEREAS, a certain Declaration of Covenants, Conditions, Easements and Restrictions of Bentley Ridge was recorded October 18, 2023 in Book 2023, Page 15584 of the Dallas County, Iowa records (the "Declaration") pertaining to the real estate described as follows:

> Lots 1 – 89 in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa;
>
> AND
>
> Outlots S, T, U and V in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa.

WHEREAS, pursuant to Article XXI of the Declaration, the Declarant can amend the Declaration until Declarant has sold all the Lots, and the Declarant, as owner of one or more Lots, desires to amend the Declaration as set forth herein.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Amendment to Minimum Dwelling Size Requirements for Specified Lots. The minimum dwelling sizes set forth in Article IV(B) are amended as follows solely with respect to Lots 74 – 87 and Lot 89 in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa (the "Specified Lots"):

- One story dwellings must have a finished area of not less than 1,500 square feet;
- One and one-half story dwellings must have a finished area of not less than 1,800 square feet;
- Two story dwellings must have a finished area of not less than 1,800 square feet.

With respect to the Specified Lots, Article IV(B) is amended to prohibit including any portion of the dwelling that has its floor below the exterior grade (e.g. basements) in computing total finished area.

2. Declarant Approval of Final Construction Documents for Specified Lots. Until such time as the Declarant has sold all of the Lots, the final construction documents for any dwelling or other structure upon the Specified Lots shall be approved by Declarant, in writing, prior to commencement of any construction upon the applicable Specified Lot. Once so approved by Declarant, no changes may be made to the approved final construction documents without Declarant's written approval.

3. Ratification. Except as amended hereby, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the date first above written.

[Signature Follows]

SIGNATURE PAGE - AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF BENTLEY RIDGE

BENTLEY RIDGE, LLC

By: _____
Jared T. Johnson, Manager

STATE OF IOWA)
) SS:
COUNTY OF DALLAS)

This instrument was acknowledged before me on this 26th day of February, 2024 by Jared T. Johnson, as Manager of Bentley Ridge, LLC.

_____
Notary Public in and for the State of Iowa

LISA JO SKIPTON
Commission Number 782774
My Commission Expires
February 21, 2026

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF BENTLEY RIDGE

Recorder's Cover Sheet

Preparer Information:	David L. Ginger Belin McCormick, P.C. 666 Walnut Street, Suite 2000 Des Moines, Iowa 50309 (515) 283-4668
Taxpayer Information:	N/A
Return Document To:	Preparer
Grantor/Declarant:	Bentley Ridge, LLC
Grantee:	To Whom It May Concern
Legal Description:	Lots 1 – 89 in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa; AND Outlots S, T, U and V in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa; AND Lots 1 – 108 in Bentley Ridge Plat 2, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa.

Document or instrument number of previously recorded documents: Declaration of Covenants, Conditions, Easements and Restrictions of Bentley Ridge recorded October 18, 2023 in Book 2023, Page 15584 of the Dallas County, Iowa records; and Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Bentley Ridge recorded March 4, 2024 in Book 2024, Page 02815 of the Dallas County, Iowa records.

NOTE: this cover page is prepared in compliance with Iowa Code section 331.606b. This cover page is provided for information purposes only.

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
OF BENTLEY RIDGE

This Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Bentley Ridge (the "Amendment") is made this 9th day of December, 2024 by Bentley Ridge, LLC, an Iowa limited liability company (the "Declarant").

WHEREAS, a certain Declaration of Covenants, Conditions, Easements and Restrictions of Bentley Ridge was recorded October 18, 2023 in Book 2023, Page 15584 of the Dallas County, Iowa records (as subsequently amended, the "Declaration") pertaining to the real estate described as follows:

> Lots 1 – 89 in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa;
>
> AND
>
> Outlots S, T, U and V in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa.

WHEREAS, pursuant to Article XXI of the Declaration, the Declarant can amend the Declaration until Declarant has sold all the Lots, and the Declarant, as owner of one or more Lots, desires to amend the Declaration as set forth herein.

WHEREAS, pursuant to Article XXV of the Declaration, the Declarant can subject additional land to the Declaration, and the Declarant desires to subject additional land to the Declaration as set forth herein.

NOW, THEREFORE, the Declaration is hereby amended and additional land is hereby subjected to the Declaration by this Amendment as follows:

1. Subjection of Additional Land to Declaration. The real estate described below is hereby subjected to the Declaration, and the Declaration is hereby amended to include the real estate described below in the definition of "Properties" and "Lots."

> Lots 1 – 108 in Bentley Ridge Plat 2, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa.

2. Amendment to Plat. The Declaration is hereby amended to include the Plat of Bentley Ridge Plat 2 as filed in the Office of the Recorder of Dallas County, Iowa in the definition of "Plat."

3. Amendment to Minimum Dwelling Size Requirements for Plat 2. The minimum dwelling sizes set forth in Article IV(B) are amended as follows:

a. For Lots 1 – 66 in Bentley Ridge Plat 2:

- One story dwellings must have a finished area of not less than 1,500 square feet;
- One and one-half story dwellings must have a finished area of not less than 1,800 square feet; and
- Two story dwellings must have a finished area of not less than 1,800 square feet.
- With respect to Lots 1 – 66 in Bentley Ridge Plat 2, Article IV(B) is amended to prohibit including any portion of the dwelling that has its floor below the exterior grade (e.g. basements) in computing total finished area.

b. For Lots 67 – 108 in Bentley Ridge Plat 2:

- One story dwellings must have a finished area of not less than 2,000 square feet;
- One and one-half story dwellings must have a finished area of not less than 2,400 square feet; and
- Two story dwellings must have a finished area of not less than 2,800 square feet.
- With respect to Lots 67 – 108 in Bentley Ridge Plat 2, the original language in Article IV(B) shall control with respect to finished area that has its floor below the exterior grade.

4. Declarant Approval of Final Construction Documents. Until such time as the Declarant has sold all of the Lots, the final construction documents for any dwelling or other structure upon any Lots in Bentley Ridge Plat 2 shall be approved by Declarant, in writing, prior to commencement of any construction upon the applicable Lots in Bentley Ridge Plat 2. Once so approved by Declarant, no changes may be made to the approved final construction documents without Declarant's written approval.

5. Ratification. Except as amended hereby, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the date first above written.

[Signature Follows]

SIGNATURE PAGE – SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF BENTLEY RIDGE

BENTLEY RIDGE, LLC

By: _____
Jared T. Johnson, Manager

STATE OF IOWA)
) SS:
COUNTY OF DALLAS)

This instrument was acknowledged before me on this 9th day of December, 2024 by Jared T. Johnson, as Manager of Bentley Ridge, LLC.

_____
Notary Public in and for the State of Iowa

LISA JO SKIPTON
Commission Number 782774
My Commission Expires
February 21, 2026

2025-04233
RECORDED: 03/25/2025 09:55:48 AM
RECORDING FEE: $32.00
IOWA E-FILING FEE: $3.00
COMBINED FEE: $35.00
REVENUE TAX: $
RENAE ARNOLD, RECORDER
DALLAS COUNTY, IOWA

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF BENTLEY RIDGE

Recorder's Cover Sheet

Preparer Information: David L. Ginger
Belin McCormick, P.C.
666 Walnut Street, Suite 2000
Des Moines, Iowa 50309
(515) 283-4668

Taxpayer Information: N/A

Return Document To: Preparer

Grantor/Declarant: Bentley Ridge, LLC

Grantee: To Whom It May Concern

Legal Description: Lots 1 – 89 in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa;

AND

Outlots S, T, U and V in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa;

AND

Lots 1 – 108 in Bentley Ridge Plat 2, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa.

Document or instrument number of previously recorded documents: Declaration of Covenants, Conditions, Easements and Restrictions of Bentley Ridge recorded October 18, 2023 in Book 2023, Page 15584 of the Dallas County, Iowa records; Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Bentley Ridge recorded March 4, 2024 in Book 2024, Page 02815 of the Dallas County, Iowa records; and Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Bentley Ridge recorded January 20, 2025 at Instrument No. 2025-00895 of the Dallas County, Iowa records.

NOTE: this cover page is prepared in compliance with Iowa Code section 331.606b. This cover page is provided for information purposes only.

THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
OF BENTLEY RIDGE

This Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Bentley Ridge (the "Amendment") is made this 10th day of January, 2025 by Bentley Ridge, LLC, an Iowa limited liability company (the "Declarant").

WHEREAS, a certain Declaration of Covenants, Conditions, Easements and Restrictions of Bentley Ridge was recorded October 18, 2023 in Book 2023, Page 15584 of the Dallas County, Iowa records (as subsequently amended, the "Declaration") pertaining to the real estate described as follows:

> Lots 1 – 89 in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa;
>
> AND
>
> Outlots S, T, U and V in Bentley Ridge Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa.

WHEREAS, pursuant to Article XXI of the Declaration, the Declarant can amend the Declaration until Declarant has sold all the Lots, and the Declarant, as owner of one or more Lots, desires to amend the Declaration as set forth herein.

WHEREAS, pursuant to Article XXV of the Declaration, the Declarant can subject additional land to the Declaration, and the Declarant desires to subject additional land to the Declaration as set forth herein.

NOW, THEREFORE, the Declaration is hereby amended and additional land is hereby subjected to the Declaration by this Amendment as follows:

1. Subjection of Additional Land to Declaration. The real estate described below is hereby subjected to the Declaration, and the Declaration is hereby amended to include the real estate described below in the definition of "Properties" and "Lots."

> Lots 1 – 108 in Bentley Ridge Plat 2, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa.

2. Amendment to Plat. The Declaration is hereby amended to include the Plat of Bentley Ridge Plat 2 as filed in the Office of the Recorder of Dallas County, Iowa in the definition of "Plat."

3. Amendment to Minimum Dwelling Size Requirements for Plat 2. The minimum dwelling sizes set forth in Article IV(B) are amended as follows:

a. For Lots 1 – 66 in Bentley Ridge Plat 2:

- One story dwellings must have a finished area of not less than 1,500 square feet;
- One and one-half story dwellings must have a finished area of not less than 1,800 square feet; and
- Two story dwellings must have a finished area of not less than 1,800 square feet.
- With respect to Lots 1 – 66 in Bentley Ridge Plat 2, Article IV(B) is amended to prohibit including any portion of the dwelling that has its floor below the exterior grade (e.g. basements) in computing total finished area.

b. For Lots 67 – 108 in Bentley Ridge Plat 2:

- One story dwellings must have a finished area of not less than 2,000 square feet;
- One and one-half story dwellings must have a finished area of not less than 2,400 square feet; and
- Two story dwellings must have a finished area of not less than 2,800 square feet.
- With respect to Lots 67 – 108 in Bentley Ridge Plat 2, the original language in Article IV(B) shall control with respect to finished area that has its floor below the exterior grade.

4. Declarant Approval of Final Construction Documents. Until such time as the Declarant has sold all of the Lots, the final construction documents for any dwelling or other structure upon any Lots in Bentley Ridge Plat 2 shall be approved by Declarant, in writing, prior to commencement of any construction upon the applicable Lots in Bentley Ridge Plat 2. Once so approved by Declarant, no changes may be made to the approved final construction documents without Declarant's written approval.

5. Ratification. Except as amended hereby, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the date first above written.

[Signature Follows]

SIGNATURE PAGE – THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF BENTLEY RIDGE

BENTLEY RIDGE, LLC

By: _____
Jared T. Johnson, Manager

STATE OF IOWA)
) SS:
COUNTY OF DALLAS)

This instrument was acknowledged before me on this 20th day of January, 2025 by Jared T. Johnson, as Manager of Bentley Ridge, LLC.

_____
Notary Public in and for the State of Iowa

LISA JO SKIPTON
Commission Number 782774
My Commission Expires
February 21, 2026