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RENAE ARNOLD, RECORDER

DALLAS COUNTY, IOWA

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR BENTLEY RIDGE TOWNHOMES**

Preparer Information:

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Taxpayer Information:

N/A

Return Document To:

Wilson, Egge & Loya, P.C.
222 N.W. Sunrise Drive
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Grantor:

Bentley Ridge, LLC

Grantee:

N/A

Legal Description:

Lots 1 through 19, inclusive, and Outlot Z, in Bentley Ridge Townhomes Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa.

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR BENTLEY RIDGE TOWNHOMES**

THIS DECLARATION is made this 14th day of December, 2025, by Bentley Ridge, LLC, an Iowa limited liability company (“Declarant”).

RECITALS:

WHEREAS, Declarant, concurrently herewith, has subdivided, developed and platted Bentley Ridge Townhomes Plat 1 in the City of Urbandale, Dallas County, Iowa (“Bentley Ridge Townhomes”).

WHEREAS, Declarant is desirous of establishing certain covenants, conditions, easements and restrictions for the benefit of the owners of the Lots.

NOW, THEREFORE, Declarant hereby publishes and declares that the Lots shall be held, sold and conveyed subject to the following covenants, conditions, easements and restrictions, all of which are for the purpose of enhancing and protecting the value and attractiveness, and desirability of the Lots, and all of which shall run with the land and shall be a burden upon and a benefit to, any and all parties acquiring or owning any right, title or interest in any part of the Lots, and their heirs, successors, assigns, grantees, executors, administrators and devisees.

I. DEFINITIONS

A. “Association” shall mean the Bentley Ridge Townhomes Owners Association, Inc., a non-profit corporation organized pursuant to Chapter 504, Revised, of the Code of Iowa, and its successors and assigns.

B. “Association Responsibilities” shall mean the maintenance, repair and replacement of the following, whether located upon a Lot or Outlot:

- (1) The yard surrounding the residential or garage structure upon a Lot, including mowing and maintaining trees and shrubbery located thereon, and
- (2) Streets, driveways and sidewalks located upon a Lot or Outlot, and
- (3) Outlot Z, and all improvements located thereon, and
- (4) Irrigation systems located upon a Lot or Outlot, and
- (5) Mailbox cluster unit(s), and any concrete pad(s) and sidewalk(s) which are a part thereof, including removal of snow and ice therefrom; and
- (6) Fire hydrants located upon any Lot or Outlot; and
- (7) Landscaping, parking stalls and signage (ADA, street signs, etc.) in accordance with the site plan approved by the City; and

- (8) Drainage tile lines located upon any Lot or Outlot.
- C. "Board" shall mean the Board of Directors of the Association duly elected in accordance with the Articles of Incorporation and Bylaws of the Association.
- D. "City" shall mean the City of Urbandale, Iowa.
- E. "Common Area" shall mean and refer to Outlot Z, and all private streets, private utilities and other improvements located thereon.
- F. "County" shall mean Dallas County, Iowa
- G. "Declarant" shall mean Bentley Ridge, LLC, and its successors and assigns, as to the entirety of the Lots that has not theretofore been conveyed to homebuilders or homeowners, unless the context indicates otherwise.
- H. "Lot" shall mean and refer to Lots 1 through 19, inclusive, as shown on the recorded plat of Bentley Ridge Townhomes Plat 1.
- I. "Outlot" shall mean and refer to Outlot Z as shown on the recorded plat of Bentley Ridge Townhomes Plat 1
- J. "Owner" shall mean a person the person or persons who from time to time collectively hold the entire fee title to a Lot, including sellers under executory contracts of sale (but shall not include any person or entity who holds such fee title merely as security for a loan, unless and until such person has succeeded to ownership by enforcement of its remedies under such security instruments).
- K. Words and phrases in this Declaration shall be construed as in the singular or plural number, unless the context permits only one such manner.

II. DESIGNATION OF USE

The use of all Lots shall be limited to single-family residential use with not more than one single-family dwelling on each Lot, and may be developed only with other uses of land or structures customarily incidental and subordinate to the single-family residential use as permitted by the City Zoning Ordinance, unless such uses or structures are otherwise regulated or prohibited by this Declaration. No full-time or part-time business activity may be conducted on any Lot or in any building or structure on any Lot, except to the extent of a home occupation permitted by the City Zoning Ordinance, and except that home builders may maintain model homes during construction, and Declarant may maintain a sales office during its development and sales of the Lot in Bentley Ridge Townhomes.

A. No building or structure of a temporary character and no trailer, basement, tent, shack, garage or outbuilding shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently.

B. No trailer, boat, camper, motor home, or truck rated larger than one (1) ton or other movable or temporary structure or enclosure shall be maintained or parked on any Lot.

C. No mobile home or Manufactured Homes as defined in the Code of Iowa shall be placed on or erected on any Lot.

D. 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 nuisance, either temporarily or permanently.

E. 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 Lot at any one time. Dogs and cats must be kept inside the dwelling and cannot be left outside unattended. Dog runs or other similar pet enclosure are strictly prohibited.

F. Any construction or earth moving on any Lot(s) (whether greater or less than one acre in size) shall be in compliance with all statutes, rules and/or ordinances relating to storm water and erosion control compliance and permitting. The Owner understands and agrees that he/she is the sole responsible permittee for the Lot(s) with respect to compliance with all terms, provisions and requirements of the NPDES Storm Water Discharge Permit No. 2, the storm water pollution prevention plan which includes the Lot(s) and any and all applicable storm water and/or erosion control statutes, rules and ordinances.

Each 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: 1) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot(s) identified above; and/or 2) any alleged violation of any NPDES, storm water and/or erosion control statute, rule or ordinance, after the date of sale of the Lot(s).

G. Leasing is allowed in Bentley Ridge Townhomes, including, but not limited to, Airbnb, VRBO and HomeAway. All leases shall be subject to the terms of this Declaration and of the Articles of Incorporation, Bylaws and any rules or regulations adopted by the Association. Sub-leasing is strictly prohibited. No lease shall relieve an Owner from liabilities and responsibilities to the Association and other Owners as set forth in this Declaration, or otherwise imposed under City ordinances and laws of the State of Iowa.

III. DESIGN AND CONSTRUCTION

A. All building structures or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.

B. No building shall be erected on any Lot nearer than the building setback lines as shown on the recorded plat.

C. No building or structure shall be constructed, altered or maintained on any Lot unless it has a driveway running from a street to the dwelling, which must be of sufficient area to park at least two cars entirely off the street right-of-way. All driveways shall be constructed of concrete surfacing.

D. All dwellings must be constructed with the minimum of a three-car attached garage. No detached garages are permitted.

E. All roof material shall be slate, tile, cedar shakes, or composition shingles. Composition shingles shall be architectural grade, with a minimum thirty-year (30) warranty.

F. Playhouses, utility buildings, storage sheds, pool houses or other similar structures are strictly prohibited.

G. The exterior of any dwelling, garage or outbuilding located on any Lot shall be finished in an earth-tone, conservative color design that will blend well with the abutting subdivisions. All siding must be a 50-year hard board (commonly referred to as "Hardie Plank", "James Hardie Siding" or "LP Smartside"). Steel and vinyl siding are not permitted.

H. All roof material shall be slate, tile, cedar shakes, or composition shingles. Composition shingles shall be architectural grade, with a minimum thirty-year (30) warranty. Shingle colors shall be muted earth tones and be compatible with and complimentary to the exterior materials and colors of the building structures.

I. All dwellings located on any Lot shall contain a minimum square footage of finished living space exclusive of floor area below exterior grade, attached garages, breezeways, and porches as follows:

- (1) One-story dwellings must have a minimum of 1,600 square feet of above-grade finished floor area.
- (2) No other floor plans are allowed in Bentley Ridge Townhomes.

IV. LANDSCAPING AND FENCES

A. Within thirty (30) days of completion of the dwelling on a Lot, the front and sides of the Lot shall be sodded, and the rear of the Lot shall be either sodded, Hydro seeded, or seeded and covered with straw blankets. If weather conditions make the time requirement for sodding impossible to comply with, Declarant shall establish a reasonable period of time for compliance.

B. Within thirty (30) days of completion of a dwelling on a Lot, a minimum of one (1) overstory or ornamental tree must be planted in the front yard. The party purchasing the Lot from the Declarant shall be responsible for planting these trees and cannot transfer said responsibility to party who first occupies the dwelling as a residence.

C. Fences are strictly prohibited in Bentley Ridge Townhomes.

V. SATELLITE DISHES, ANTENNAS, POLES

A. Satellite dishes or parabolic devices in excess of thirty-six inches (36") in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dish or parabolic device shall be mounted on the rear elevation of the dwelling or garage, or the rear half of the side elevation only. In no event shall a satellite dish or parabolic device be mounted on the front elevation.

B. No exterior towers or antennae of any kind shall be constructed, modified or permitted on the ground of any Lot or on any dwelling, garage or other permitted structure. All antennae shall be concealed with the attic space of the dwelling or garage.

C. No light pole shall be used or placed upon any Lot that extends more than ten feet (10') above grade. 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 Lot.

VI. MISCELLANEOUS RESTRICTIONS

A. No sign of any kind or description shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except: (i) street markers, traffic signs and other signs displayed by the City or other governmental units; (ii) signs which have been approved by the Declarant or its authorized agent not exceeding 144 square inches in area upon which there shall only be exhibited the street number or name, or both, of the resident; and (iii) a customary sign (one per Lot) advertising a dwelling for sale, not exceeding 1296 square inches in area. In the event that any sign, other than those described above, shall be placed or exposed to view on any of the Lot restricted hereby, the officers or agents of the Declarant are hereby given the right to enter upon those Lot and remove said signs. Real estate signs by the Declarant will be permitted until such development is completed. Declarant reserves the right to install entrance and directional signs with respect to Bentley Ridge Townhomes, at locations and of design determined by the Declarant, and in a manner consistent with the ordinances of the City.

B. No trash receptacles, garbage cans or recycling bins shall be permitted to be placed outside a dwelling or garage except as is necessary for regular collection.

C. No above-ground or below-ground swimming pools are allowed in Bentley Ridge Townhomes.

D. All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground. No private wells or septic systems shall be permitted on any Lot.

E. The City of Urbandale encourages the Association to participate in the private fire hydrant maintenance program available through Urbandale Water Utility for proper maintenance of all fire hydrants located in Bentley Ridge Townhomes.

VII. EASEMENTS

A. Certain perpetual easements are reserved as shown on the recorded plat of Bentley Ridge Townhomes, and/or as may be granted to the City by the Declarant and filed of record in the Office of the County Recorder. Except as otherwise provided in an easement filed of record in the Office of the County Recorder, or as may be otherwise set forth herein, the owner or occupant of a Lot shall, at their own expense, keep and preserve that portion of the easement within their Lot in good repair and condition, and shall neither erect nor permit erection of any building, structure or fences of any kind within the easement which might interfere in any way with the use of such easement.

B. Declarant hereby grants to the Association, for and on behalf of the Owners of all Lots within Bentley Ridge Townhomes, the following permanent easement:

(1) An easement for the purpose of installing, maintaining, operating, repairing and replacing the Association Responsibilities and the Common Area.

VIII. PARTY WALLS

A. Party Walls. Each wall which is built upon any Lot as a part of the original construction of any home and garage ("Bi-Attached Home") and which is placed on the dividing lines between two immediately adjacent Lots shall constitute a party wall ("Party Wall"), and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The Owners of a Bi-Attached Home containing a Party Wall shall be equally responsible for sharing repair and maintenance obligations, and all costs and expenses associated therewith, of said Party Wall. If any part of a Party Wall is destroyed or damaged by fire or other casualty, any Owner of a Bi-Attached Home may restore it, and the other Owner(s) shall contribute equally to the cost of restoration thereof, subject, however, to subsection (B) below.

B. Damage by Negligence of Owner. Notwithstanding any other provision of this Article or Declaration, an Owner (or his family, invitees, guests and permittees), who by his negligent or willful act or failure to act, causes damage to any part of a Party Wall shall bear the entire cost of repair and shall hold the other Owner(s) of the Bi-Attached Home harmless therefrom.

C. Right of Contribution/Attorney Fees. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Bi-Attached Home and shall pass to such Owner's successors in title. In the event any Owner of a Bi-Attached Home must secure the services of an attorney to enforce the provisions of this Article, then the fee of such attorney, and all other costs in connection with the enforcement of this Article, shall be the obligation of the other Owner(s) of the Bi-Attached Home, which is the subject of such enforcement action, unless such Owner is found not to have violated any provision of this Article.

D. Other Maintenance. Except for maintenance and repair of any Party Wall and the Association Responsibilities as provided herein, the Owner of each Bi-Attached Home shall furnish and be responsible for, at his expense, all maintenance and repairs of his respective dwelling unit, and all structures, improvements and equipment located on his respective Lot, including, but not limited to, decorating and replacements within his dwelling unit, heating and air conditioning units, interior walls, windows, doors, decks, patios and garage.

E. Easements. Each Bi-Attached Home is burdened with an easement of ingress/egress for construction, maintenance, repair and replacement of the Party Wall and an encroachment easement for minor encroachments of the Party Wall due to settling, shifting or inexact location during construction.

IX. MAINTENANCE OF LOT/OUTLOT AND SURFACE WATER

A. The owner or person in possession of each Lot and Outlot, whether vacant or improved, shall keep the same well-maintained, groomed and free of uncut weeds, rubbish, garbage and debris. Failing this, the Owner agrees that upon receipt of written notice from the Declarant or Association to remove such debris within ten (10) days, the Owner will be subject to a combination of remedies recognized at law or equity.

B. The topography of Bentley Ridge Townhomes is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Lot shall be subject to such easements as may exist for 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 law.

X. MEMBER OF ASSOCIATION

Every Owner of a Lot shall be a Member of the Association and shall be subject to assessments made by the Association pursuant to the Declaration of Covenants, Conditions, Easements and Restrictions for Bentley Ridge Townhomes 1 filed of record in Dallas County.

XI. EXECUTIVE COMMITTEE

A. Establishment/Function

The Declarant's Executive Committee (the "Executive Committee") is hereby established. The Executive Committee shall consist of the Manager or Managers of the Declarant or the designee (s) of such Manager or Managers. The functions of the Committee shall be to interpret and apply these Covenants, Conditions, Easements and Restrictions and to review building and landscaping plans as described below in Article XII during the time that property is being developed and thereafter. Notwithstanding anything to the contrary herein, Declarant shall have the sole authority to approve any alternative building plan, design, material or other deviation of the requirements contained in this Declaration.

B. Meetings, Quorum and Vote

The Executive Committee shall meet at a reasonably convenient time and place within ten (10) days after receiving the request of any interested party. One-half of the members of the Committee shall constitute a quorum. A majority vote of the Executive Committee members present (assuming a quorum present) shall be sufficient for Committee action and decision.

C. Election of Replacement Committee

At such time as the Declarant no longer retains an ownership interest in any Lot and is no longer the sole voting member of the Association, or Declarant waives its rights to control the Executive Committee, all such voting control and authority of the Executive Committee shall automatically transfer to the Owners.

D. Executive Committee Procedure

(1) Design review by the Executive Committee is intended to protect and enhance the distinctive character and natural attractiveness of the Bentley Ridge Townhomes area. All buildings, structures or appurtenances thereto, including landscaping, to be erected, constructed, established, altered or enlarged within the property must be reviewed and approved by the Executive Committee as described below in Article XII.

(2) The Executive Committee shall consider and approve or disapprove the materials required to be submitted pursuant to these Covenants, Conditions, Easements and Restrictions.

(3) Prior to change of any building's exterior character by remodeling or alteration, the Owner, or his or her designated agent, shall secure the written approval of the Executive Committee.

XII. 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.

XIII. POND

A pond will be located on Outlot Z which shall be for storm water detention for the entirety of Bentley Ridge Townhomes ("Pond"). The Association shall be responsible for all maintenance of the Pond, including any equipment or features related thereto, and shall maintain insurance thereon. No Owner shall change the grade of the Pond or alter the boundaries in any way without the written permission of the Association. Recreational use of the Pond by any Owner shall be strictly limited to shore fishing. Swimming, boating or other activity is strictly prohibited. No structure or fence shall be built in, on or around said Pond without the written approval of the Association.

As evidenced by the use of said Pond, Owners and their invitees unconditionally and irrevocably agree to indemnify and hold harmless the Association and all other Owners from and against any loss, liability, expense, or claim, including attorney fees, asserted by said Owner or his/her/its invitees for damage to personal property or for bodily injury, or both, related to recreational use of the Pond.

XIV. COVENANT ENFORCEMENT/GENERAL PROVISIONS

A. Penalties

In addition to the remedies described below in Paragraph B or elsewhere in this Declaration, the Association is hereby authorized to levy against any Lot in violation of this Declaration of Covenants, Conditions, Easements and Restrictions an assessment penalty not to exceed \$100 for each day a violation of this Declaration continues beyond thirty (30) days after notice of a violation has been given by the Association to the Owner of said Lot by certified mail, return receipt requested, or delivered in writing in by personal service. If the Owner of the Lot cannot be located after a diligent search or inquiry, the Association shall publish notice of the violation for two (2) successive weeks in a newspaper of general circulation in Dallas County, Iowa. If the Owner has not fully complied with the terms of this Declaration within thirty (30) days after receiving notice, or thirty (30) days after second publication of notice, the Association shall have the authority to levy an assessment penalty. This assessment shall be a lien on the Lot and shall have the same status as any other assessment levied by the Association. Any Lot Owner objecting to the notice of violation shall have the right within thirty (30) days of receiving notice to request a hearing before the Association Board of Directors. Assessment of the penalty shall be stayed pending a hearing and final decision by the Association Board of Directors.

B. Specific Enforcement of Restrictions

All Owners of a Lot covenant and agree, by acceptance of a deed to such Lot, whether or not it shall be so expressed in such deed, that monetary damages may not provide adequate compensation for the breach of the restrictions and covenants contained in this Declaration and that this Declaration may be specifically enforced by Declarant, the Association, the City, the Board, or an adversely affected Owner.

C. Attorneys' Fees

In the event it shall be necessary to secure the services of an attorney to enforce the provisions of this Declaration, then the fee of such attorney, and all other costs in connection with the enforcement of this Declaration shall be the obligation of the Owner of the Lot which is the subject of such enforcement action, unless such Owner is found not to have violated any provision of this Declaration.

D. Covenants Binding and Running with The Land.

Each of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be binding upon and inure to the benefit of Declarant, the Association, and the Owners of each Lot, and their successors and assigns and all parties and persons claiming under any of them, and shall be deemed covenants that run with the land, and shall continue for the applicable periods specified in this Declaration.

It is the intent that, notwithstanding anything in the Code of Iowa to the contrary, all of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be covenants running with the land for the full period specified in this Declaration without further

action by either Declarant, the Association, or any Owner of any Lot in Bentley Ridge Townhomes. However, in the event that Section 614.24 of the Code Iowa, as the same may be amended or replaced, may require that a verified claim be filed in the Office of the Recorder for Dallas County, Iowa prior to the twenty-first anniversary of the date of this Declaration or the twenty-first anniversary of the last filing of such verified claim in order to continue all or some of the covenants of this Declaration, including, but not limited to, any covenant, term, provision or restriction that is or may be considered a use restriction, reversion or right of reverter, in effect throughout the applicable periods specified in this Declaration, then:

(1) the Association, or any or all of the Owners of the Lots, acting jointly or severally, shall file all verified claims necessary to keep all of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration throughout the applicable periods specified in this Declaration;

(2) a verified claim filed by the Association or any Owner of a Lot in Bentley Ridge Townhomes shall be valid and binding upon the Association and all the then Owners of Lots in Bentley Ridge Townhomes, and their successors and assigns, with the same effect as if executed by all such persons, and in order to facilitate filing of any verified claim required to so continue all or any of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration throughout the applicable periods specified in this Declaration in full force and effect, the Association and each Owner of a Lot is hereby irrevocably appointed the attorney-in-fact for all of the other Interested Parties for the purpose of filing any such verified claim.

E. Duration.

Any easements granted in or pursuant to this Declaration, and any other provisions of this Declaration to the extent applicable to such easements, and any other covenants, indentures, restrictions and reservations of this Declaration that are reasonably or necessarily incidental to the benefit or burden of such easement rights, including any rights of assessment or for liens for the payment of costs associated therewith, shall continue in perpetuity, unless sooner modified or terminated as provided in this Declaration.

Except as provided in the preceding paragraphs of this Article, the covenants, conditions, restrictions and easements in this Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-one years after the date they are recorded in the County Recorder's Office, unless sooner modified or terminated as provided in paragraph D of this Article.

F. Amendment of This Declaration

This Declaration may be amended in writing by an instrument approved, or signed, by at least fifty-one percent (51%) vote of the Lot owners and filed of record in the Office of the Dallas County, if the Declarant does not have an ownership interest in a Lot. Notwithstanding the foregoing, the Declarant retains the sole right to amend this Declaration for any reason so long as Declarant has an ownership interest in any Lot in Bentley Ridge Townhomes, or is the sole voting member of the Association.

G. Severability

In the event any provision of this Declaration is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Declaration shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Declaration is invalid, illegal or unenforceable as written or applied, but that by limiting such provision it would become valid,

legal and enforceable, then such provision shall be deemed to be written or applied and shall be construed and enforced as so limited.

H. Captions

The captions of the articles, sections and any paragraphs, of this Declaration, or the lack thereof, are for convenience only and shall not be considered nor referenced in resolving questions of interpretation and construction of this Declaration.

XV. ANNEXATION AND REMOVAL OF LAND

A. Additional Common Area

Declarant shall have the sole right at any time to convey additional Common Area to the Association or to add additional association responsibility elements. Nothing in this Section, however, shall be deemed to be an obligation on the part of Declarant to convey additional common area to the Association in the future. The Association shall be obligated to accept any additional common area so conveyed by Declarant and to hold and maintain the additional common areas pursuant to the terms of this Declaration.

B. Additional Land

Declarant shall have the irrevocable right to subject additional land to the terms of this Declaration or the Association at any time in the future without the consent of the Association. 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 manner as described in this Declaration. Declarant shall signify the addition of land by filing an amendment to this Declaration or by the filing of a separate declaration of covenants with the Recorder of Dallas County, Iowa. No approval of the Association or any other third party shall be necessary.

C. Removal of Land


Declarant shall have the right now, and in the future, to remove any portion of the property from the operation of this Declaration. Declarant shall signify this removal by filing an amendment to this Declaration with the Recorder of Dallas County, Iowa. No approval of the Association or any other third party shall be necessary.

Dated this 14th day of December, 2025.

-SIGNATURE PAGE TO FOLLOW-

-SIGNATURE PAGE-

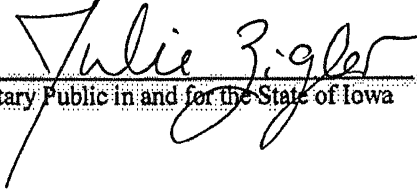
BENTLEY RIDGE, LLC, DECLARANT

By: 
Jared Johnson, Manager

STATE OF IOWA)
COUNTY OF Dallas) ss:

This record was acknowledged before me on this 14th day of December, 2025, by Jared Johnson, Manager of Bentley Ridge, LLC.




Notary Public in and for the State of Iowa