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**IOWA E-FILING FEE: 3.00**  
**TOTAL FEE: 475.00**  
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**MARILYN HEBING, RECORDER**  
**POTTAWATTAMIE COUNTY, IOWA**

**ADOPTION OF A REPLACEMENT DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS OF BENT TREE ESTATES, A  
SUBDIVISION IN POTTAWATTAMIE COUNTY, IOWA**  
**Recorder's Cover Sheet**

**Preparer Information:**

Kale B. Rogers, Peters Law Firm, P.C., 233 Pearl Street, Council Bluffs, IA 51503  
Ph: (712) 328-3157

**Taxpayer Information:**

Not Applicable.

**Return Document To:**

Kale B. Rogers, Peters Law Firm, P.C., 233 Pearl Street, Council Bluffs, IA 51503

**Grantors:**

The Owners of Lots 1 through 55, BENT TREE ESTATES, PHASE I; Lots 95 through 106,  
BENT TREE ESTATES, PHASE III; Lots 2 through 6, BENT TREE ESTATES, PHASE 5;  
Lots 9 through 14, BENT TREE ESTATES, PHASE 6

**Grantees:**

To The Public

**Legal Description:** Lots 1 through 55, BENT TREE ESTATES, PHASE I; Lots 95 through  
106, BENT TREE ESTATES, PHASE III; Lots 2 through 6, BENT TREE ESTATES, PHASE  
5; Lots 9 through 14, BENT TREE ESTATES, PHASE 6, Subdivisions in Pottawattamie  
County, Iowa

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

**ADOPTION OF A REPLACEMENT DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF BENT TREE ESTATES, A SUBDIVISION  
IN POTTAWATTAMIE COUNTY, IOWA**

Bluffs Development, L.L.C., an Iowa limited liability company, executed a document called the Declaration of Covenants, Conditions, Restrictions and Easements of Bent Tree Estates, a Subdivision in Pottawattamie County, Iowa on November 10, 1999, and recorded in Book 100 at Page 25345 (hereinafter the "Covenants"). A First Amendment was executed on July 14, 2003 and recorded on July 21, 2003 in Book 104, Page 01443. This is an Adoption of a Replacement Declaration of the Covenants recorded in Book 100 at Page 25345 as amended by the First Amendment recorded in Book 104, Page 01443.

**RECITALS**

1. Bluffs Development, L.L.C., as the owner of certain real estate, filed a plat dated November 10, 1999, in Book 100, Page 25319 which created 55 Lots numbered 1 through 55, both inclusive, for a subdivision known as BENT TREE ESTATES, Phase I. The Declaration of Covenants, Conditions, Restrictions and Easements of Bent Tree Estates, a Subdivision in Pottawattamie County, Iowa, executed on November 10, 1999, and recorded in Book 100 at Page 25345 (hereinafter the "Covenants") named Bluffs Development, L.L.C. as the "Declarant". All 55 Lots were subject to the Covenants.
2. Bluffs Development, L.L.C., as the owner of certain real estate, filed a plat on or about June 21, 2000, in Book 100, Page 57839, which created Lots 56 through 86 and Lots 112 through 115, for a subdivision known as BENT TREE ESTATES, PHASE II. The Covenants for Phase II are recorded in the Pottawattamie County Recorder's Office at Book 100, Page 57818. Lots 56 through 86 and Lots 112 through 115 are subject to the Covenants for Phase II.
3. Bluffs Development, L.L.C., as the owner of certain real estate, filed a plat on January 22, 2003, at Book 103, Page 43601, which created Lots 87 through 106 in BENT TREE ESTATES, PHASE III. The plat (and covenants therein) declared "Lots 95 through 106 shall be held, sold and conveyed subject to the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF BENT TREE ESTATES, PHASE I, A SUBDIVISION IN POTTAWATTAMIE COUNTY, IOWA, recorded in the Pottawattamie County Recorder's Office at Book 100, Page 25345, as the same may be amended from time to time."
4. Bluffs Development, L.L.C., as the owner of certain real estate, filed a plat on November 24, 2004, at Book 105, Page 09963, which created Lots 107 through 111, and Lots 116 through 134, for a subdivision known as BENT TREE ESTATES, PHASE 4. The Covenants contained therein declared "each and all of the Lots shall be held, sold and conveyed subject to the Declaration of Covenants, Conditions, Restrictions and Easements of Bent Tree Estates, Phase II, as recorded in Book 100 at Page 57818, of the Pottawattamie County Recorder's Office...[and subsequent amendments thereto]".

5. Western Iowa Land Development, L.L.C., as the owner of certain real estate, filed a plat on October 13, 2005, in Book 106, Page 07683, which created BENT TREE ESTATES, PHASE 5, Lots 1 through 12. The plat (and covenants therein) declared "Lots 2 through 6 shall be held, sold and conveyed subject to the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF BENT TREE ESTATES, PHASE I, A SUBDIVISION IN POTTAWATTAMIE COUNTY, IOWA, recorded in the Pottawattamie County Recorder's Office at Book 100, Page 25345, as the same may be amended from time to time."

6. Western Iowa Land Development, L.L.C., as the owner of certain real estate, filed a plat on November 14, 2006, in Book 107, Page 08133, which created BENT TREE ESTATES, PHASE 6, Lots 1 through 17. The plat (and covenants therein) declared "Lots 9 through 14 shall be held, sold and conveyed subject to the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF BENT TREE ESTATES, PHASE I, A SUBDIVISION IN POTTAWATTAMIE COUNTY, IOWA, recorded in the Pottawattamie County Recorder's Office at Book 100, Page 25345, as the same may be amended from time to time."

7. THEREFORE, the following Lots were subject to the Covenants:

- a. Lots 1 through 55, BENT TREE ESTATES, PHASE I;
- b. Lots 95 through 106, BENT TREE ESTATES, PHASE III;
- c. Lots 2 through 6, BENT TREE ESTATES, PHASE 5;
- d. Lots 9 through 14, BENT TREE ESTATES, PHASE 6.

8. The Covenants lapsed and the Owners of the Lots that were subject to the Covenants prior to the lapse, as provided in Paragraph 7 above, desire to make their properties subject to covenants to provide for the preservation of the values and amenities of BENT TREE ESTATES, as well as for the maintenance of the character and residential integrity of BENT TREE ESTATES. Such lots are herein referred to collectively as "Lots" and individually as each "Lot".

9. The undersigned Owners, collectively, will be the "Declarant" for the purposes of this document.

10. Owners of Lots, upon their signature and acknowledgment hereof, will become Members of a Homeowners Association, as provided in Article III below. The Homeowners Association will have a Board of Directors (hereinafter the "Board"). Duties reserved for the original declarant under the original Covenants will now be exercised by the Board on behalf of Declarant.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions, and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots are, and each Lot is and shall be subject to all and each of the following conditions and other terms:

## **ARTICLE I.**

### **RESTRICTIONS AND COVENANTS**

1. Each Lot shall be used exclusively for suburban residential. (R-2 district)
2. No residence, building, fence (including snow fences), wall, driveway, patio enclosure, swimming pool, basketball backboards, dog house, pool house, mail boxes, or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any improvement be commenced, except for Improvements which have been approved by Declarant or Declarant's appointee as follows:
  - a. An Owner desiring to erect an Improvement on any Lot shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.
  - b. Declarant, through the Board, shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant, through the Board. In this regard, Declarant intends that the Lots, which were developed into a residential community with homes constructed of high-quality materials, shall maintain that character. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Board to promote development and maintenance of the Lots and to protect the values, character, and residential quality of all Lots. If the Board determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring lots as a quality residential community, the Board may refuse approval of the proposed improvement.
  - c. Written Notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by the Board.
  - d. No lot owner, or combination of Lot owners, or other person or persons shall have the right to any action by the Board, or to control, direct or influence the acts of the Board with respect to the approval or disapproval of any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon the Board by virtue of the authority granted to the Board in this Section, or as a result of

any act or failure to act by the Board with respect to any proposed Improvement.

3. No Part of any residence, except as hereinafter provided, may be erected, or maintained on any of the Lots nearer to the front street right-of-way ("R.O.W.") than seventy-five (75) feet, nor nearer to the side Lot line than twenty-five (25) feet. Provided, however, that the Board shall have and does hereby reserve the right with the consent in writing of the record owner of the fee simple title to any such Lot, to change any building line on any such lot or lots, so long as the change conforms to the Pottawattamie County, Iowa Zoning Ordinances.
4.
  - a. Residences designed for construction Lots in BENT TREE ESTATES will be required to have the following minimum square footage; to-wit:
    - (1) One Story Residences: 1850 square feet of finished living area will be required on ground level.
    - (2) One and One-half Story Residences: 2100 square feet of finished living area will be required above the basement level with at least 1400 square feet of finished living area required on the first floor.
    - (3) Two Story Residences: 2400 square feet of finished living area will be required above basement level, with at least 1200 square feet of finished living area required on the first floor.
    - (4) Bi-Level and Split-Level and Split-Entry Residences: 2000 square feet of finished living area will be required, with at least 1500 square feet of finished living area required on the first floor.
  - b. The phrase "finished living area" as usual in this section shall include in all cases areas on the first and second floor of the Residence enclosed and finished for all-year occupancy computed on outside measurement of the Residence. The term shall not include any area in any basement, garage, porch, or attic finished or unfinished. No Residence erected on any lot shall be more than two stories in height, unless consented to in writing by the Board, or its designee. The Board, or its designee, shall have and hereby reserves the right to reduce the floor area requirement set forth above, provided the total reduction for any one Residence may not exceed twenty (20) percent of such minimum floor area requirements for such Residence.
  - c. Each Residence shall include at least an attached two car garage.
5. No single-family residence shall be created, altered, placed, or permitted to remain on any Lot, other than one detached single-family dwelling, which does not exceed two and one-half stories in height.
6. The exposed front foundation walls and any exposed foundation walls facing any street must be constructed of material approved by the Board. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick, or stone. Fireplace chimneys shall be covered with materials approved in writing by the Board. The roof of all Improvements shall be covered with simulated shakes, wood cedar

shakes or 35-year rated shingles of not less than 310 pounds of weight, or other material approved by the Board.

7. No advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale" nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof.

In the event of a violation of the foregoing provisions, the Board or its designee shall be entitled to remove any such offending sign, and in doing so, shall not be subject to any liability for trespass or otherwise.

8. No exterior television or radio antenna, satellite receiving dish in excess of twenty-four (24) inches in diameter, of any sort shall be permitted on any Lot. Freestanding/Ground-Mounted Solar Systems, or other Freestanding Renewable Energy Systems, are prohibited. Solar Panels are permitted when approved by the Board, but only on the roof of residences and in a manner that shall blend in with the existing roof (i.e., matte finish, not glossy). Wind turbines are prohibited.
9. No repair of any boats, automobiles, motorcycles, trucks, campers, or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.
10. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel (including storage crates, i.e., "PODS") shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than thirty (30) days within a calendar year. No motor vehicles may be parked or stored outside of any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept, or maintained in any yards, driveways, or streets. However, this Section shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other improvements during the period of construction. All residential Lots shall provide at least the minimum number of off-street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the Pottawattamie County.  
No motorized vehicles, not including golf carts, shall be operated on any Lot other than in the streets or driveways. No all-terrain, including dirt bikes, shall be operated in the entire boundaries of BENT TREE ESTATES.
11. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any

dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubble, or cuttings shall be deposited on any street, road, or Lot. No clothesline shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be planted and maintained in rear yards, or side yards that are not facing any street, with the written approval of the Board and BT Links, L.L.C., an Iowa limited liability company, the owner of the adjoining golf course, or their successors in interest. and subject to Article II hereof.

12. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots. No exterior Christmas lights or other decorative lighting or other decorations of any kind may be erected or maintained at any time on any Lot or on any residence or other Improvement located on any Lot, except for a ninety (90) day period beginning on November 1<sup>st</sup> of each calendar year.  
The above ninety (90) day period shall not apply to holiday specific lighting (e.g., 4<sup>th</sup> of July, Halloween, etc.). Such holiday specific lighting, provided said lighting is of controlled focus and intensity, shall be permitted for a six (6) week period, beginning three (3) weeks prior to the date of the specific holiday, and ending three (3) weeks after the date of the specific holiday.
13. All trees and landscaping must be approved by the Board. No fences nor any landscaping will be permitted on the lots abutting the golf course, unless approved by the Board and BT Links, L.L.C. or their designated representation or successors in interest.
14. No above ground swimming pools. All pools and hot tubs, material, design, and location, shall be approved by the Board. All pools and hot tubs shall be kept clean and maintained in operable condition.
15. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.
16. Driveway approaches shall be constructed of concrete, brick, or material acceptable to the Board. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete, brick, or material acceptable to the Board. No Asphalt overlay of driveway approaches will be permitted.
17. No stable or other shelter for any animal, livestock, fowl, or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for a doghouse; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by the Board, or its assigns. Dog houses shall only be allowed adjacent to the rear of the building, concealed from public view. No dog runs or kennels may be constructed or installed on any Lot without the written permission of the Board. The plans proposed site location and materials to be used in the construction of the dog runs or kennels shall be provided to the Board for the Board's review. The Pottawattamie County Code

shall be used in determining the number of animals that are allowed per Lot; provided however, that under no circumstances shall any poultry (including but not limited to chickens, ducks, geese, exotic birds, or turkeys), cattle, horses, donkeys, reptiles, mules, swine or any member of the swine family be raised bred or kept on any Lot. No household pets may be sheltered on any Lot outside the residence on said Lot. No dogs or other household pets shall be allowed to run free on any other Lot.

The Board shall have the authority to establish further rules and regulations regarding pets, and to include the levy of fines and assessments against Owners that violate such rules and regulations.

18. Any exterior air-conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased, or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches. If not so maintained, the Board shall have the right, to do so, the cost of which shall be added to and become an assessment to which such Lot is subject. The Board, nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work as performed.
19. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat and is as large in area as the largest Lot in the original plat.
20. No structures of a temporary character, carport, trailer, basement, storage shed, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. Pool and bath houses may be approved by the Board as an Improvement, pursuant to Paragraph 2 of this Article. No structure or dwelling shall be moved from outside BENT TREE ESTATES to any Lot without the written approval of the Board.
21. No water wells may be dug or drilled on any lot that is serviced by City Water. If City Water is not available to any lot, the Owner shall submit to the Board the plans and specifications, including the location of the proposed well and the Board shall have the authority to approve said location and the plans and specifications for the proposed well. No well may be dug or drilled without the Board's expressed written permission.

This section shall not apply to wells dug, drilled, or otherwise used for geothermal heating and cooling systems, or similar geothermal technologies.

22. Mailboxes. Mailboxes of the type and design approved by the Board.
23. Short-term Rentals of less than (1) one month are prohibited.



**ARTICLE II.**  
**EASEMENTS AND RESTRICTIONS**  
**RELATING TO GOLF COURSE**

1. BT Links, L.L.C., an Iowa limited liability company, operates and maintains a golf course and a driving range on lots not shown on the plat of BENT TREE ESTATES (herein the "Golf Course"). The proximity of the Lots to the Golf Course enhances the desirability and value of the Lots to purchasers and their successors and assigns. Nevertheless, purchases and owners of the Lots should be aware that: (i) golfers will from time to time hit golf balls from the Golf Course onto the Lots; and (ii) normal operation and maintenance of the golf courses will involve operation of mowers and other power equipment during the evening and early morning hours.
2. An easement over the rear fifty (50) feet of each Lot that abuts the Golf Course is reserved for the purpose maintaining the golf course, except for lots 30, 31, 36, 37, and 40 where the easement is reserved over the side twenty (20) feet and except for lots 19, and 40 where the easement is reserved over the side twenty (20) feet of said lots. Lot Owners may not construct any Improvements, landscape, including, without limitation, trees, shrubs, rocks, walkways, flowers, turf grass, prairie grass or wildflower mix, nor gardens in said easement areas without first obtaining the express written permission from the owners of the Golf Course and Declarant.
3. The Declarant hereby declares, grants and establishes easements on the Lot in favor of the Grantees (identified in paragraph 4 below) for: (i) intrusion of errant shots onto the Lots; and (ii) intrusion of noise from mowing and other power equipment during all hours of the day and night. For this purpose, an "errant shot" shall refer to a golf shot which is hit onto any Lot.
4. The easements granted in this Article are for the use and benefit of the BT Links, L.L.C., its successors and assigns in ownership of the Golf Course, and any lessee, licensee, permittee or invitee of the owner of the Golf Course, (hereafter referred to as "Golf Course Owner" or "Bent Tree Golf Club").
5. No Golf Course Owner shall have any liability, obligation or expense to the owner of a Lot in respect of any personal injury, bodily injury or property damage occurring as a result of an errant shot which is not: (i) negligently, intentionally or recklessly hit onto a Lot; or (ii) hit in violation of the rules established by any operator of a golf course or driving range on the Golf Course. By accepting title to a Lot, each owner hereby covenants that it will not sue any Golf Course Owner for property damage, personal injury or bodily injury which results directly or indirectly from such an errant shot, presently or in the future. All Owners, by acceptance of delivery of a deed, assume all risks associated with errant golf balls, and all Owners agree and covenant not to make any claim or institute any action whatsoever against developer, the golf course designer, the golf course builder,

the golf course owner, or the builder of the unit arising or resulting from any errant golf balls, any damages that may be caused thereby, or for negligent design of the golf course or siting of the unit.

6. The Golf Course Owner may from time to time change the configuration and layout of the golf courses or driving range on the Golf Course. Such changes may affect the frequency, trajectory and velocity of errant shots which pass onto any individual Lot. Nevertheless, no Owner of a Lot shall have any right to object to, or in any manner limit changes to the golf course, and the easements granted in this Article shall remain fully effective as to all of the Lots after such changes.
7. The Golf Course is private property. Owners of Lots and their invitees shall comply with all the rules and regulations of the operator of the Golf Course relating to use of and play on the golf course.
8. Owners of Lots shall have the right to use private golf carts on Bent Tree Golf Club's course provided the golf carts are of the same make, model, and color of those provided for use by Bent Tree Golf Club, including options such as cart tops, except that Owners' golf carts may be either electric or gas powered.
9. Owners agree to upgrade their personal cart or carts to conform with the carts being then provided by Bent Tree Golf Club, when Bent Tree Golf Club changes its fleet of carts. Bent Tree Golf Club will notify each registered owner of a golf cart of the change and allow each owner the opportunity to purchase an acceptable cart as part of the fleet being purchased by Bent Tree Golf Club. Each owner shall be responsible for the purchase, storage, and maintenance of their own cart, however Bent Tree Golf Club will allow each owner the option of having maintenance performed on their cart, by the fleet maintenance provider, at the owner's expense.
10. Bent Tree Golf Club will issue annual permits for owner's cart or carts which will permit the owner to use the cart on the golf course subject to the rules of the course. Owners will be assessed a "trail fee" on an annual basis, which fee is personal to the owner and the cart so registered and not assignable to another person or another cart. The trail fee cost structure will be based on a single or double usage and will be determined by Bent Tree Golf Club.
11. Private cart owners must check in with the golf shop before playing. This includes any partial round of golf, which may or may not begin on any hole other than number one.
12. Bent Tree Golf Club is not responsible for any damage to owner's cart or carts while on Bent Tree Golf Club property.
13. Failure of owner to comply with any cart ownership guidelines will result in the loss of the privilege of using the cart on the course for a period of time to be determined by Bent Tree Golf Club. Restoration of the privilege of using the cart on the course shall be at the discretion of Bent Tree Golf Club.
14. Owners of lots in Bent Tree Estates, who are not members of Bent Tree Golf Club, will be given preferential tee times, by Bent Tree Golf Club, which can be made up to ten (10) days in advance of the day of play. All other green fee play will be allowed to make tee times up to seven (7) days in advance.

15. In the event Bent Tree Golf Club becomes a private club, owners of lots in Bent Tree Estates, at the time the club becomes private, will be given first preference to purchase a membership.

**ARTICLE III.**  
**HOMEOWNERS' ASSOCIATION**

1. **The Association.** Bluffs Development, L.L.C. caused the incorporation of BENT TREE ESTATES HOMEOWNERS ASSOCIATION, an Iowa not for profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of BENT TREE ESTATES including:
  - a. While the Association does not intend to provide common facilities, the Association may in the future acquire, construct, landscape, improve, equip, maintain, operate, repair, keep up and replace Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include playgrounds and parks; dedicated and nondedicated roads, paths, ways, entry areas and green areas; and signs and entrances for BENT TREE ESTATES. Common Facilities shall not include the golf course situated on Golf Lots. Common Facilities may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, or on public property.
  - b. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of any Common Facility.
  - c. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of BENT TREE ESTATES; and protection and maintenance of the residential character of BENT TREE ESTATES.
2. **Membership and voting.** The Owners of Lots 1 through 55, Phase I; Lots 95 through 106, Phase III; Lots 2-6, Phase 5; and Lots 9-14, Phase 6 (referred to as lot or lots) shall be Members of this Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lots merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot and may not be separated from ownership of each Lot.

The Owner of each Lot, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

3. **Purposes and Responsibilities.** The Association shall have the powers conferred upon not-for-profit corporations by the Iowa Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:
  - a. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulation regulating to the Common Facilities.
  - b. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks, medians, thoroughfares, or public property within or near BENT TREE ESTATES.
  - c. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.
  - d. The expenditure, commitment, and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association, and the Members.
  - e. The exercise of all the powers and privileges, and the performance of all the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.
  - f. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.
  - g. The deposit, investment, and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
  - h. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.
  - i. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish the purposes of the Association.
  - j. The exercise of any and all rights assigned to the Association by Declarant including but not limited to the architectural control of the improvements constructed in BENT TREE ESTATES.
4. **Mandatory Duties of the Association.** The Association shall maintain and repair the fences and signs which have been or will be installed along the entrances to BENT TREE ESTATES.

5. **Imposition of Dues and Assessments.** The Association may fix, levy, and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.
6. **Abatement of Dues and Assessments.** Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot.
7. **Liens and Personal Obligations for Dues and Assessments.** The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorney's fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.
8. **Purpose of Dues.** The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Purposes and Responsibilities of the Association described in Section 3 of this Article.
9. **Maximum Annual Dues.** Unless excess dues have been authorized by the Association in accordance with Section 11, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:
  - a. One Hundred and No/100 Dollars (\$100.00) per Lot.
  - b. One hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.
  - c. Further in addition to the dues set forth in subparagraph 8 above, the Board of Directors may levy an assessment or assessments for the purpose of making a donation to the Lewis Township Volunteer Fire Department. The assessment or assessments shall not exceed in the aggregate \$100.00 per lot per year unless authorized by majority vote of the members.
10. **Assessments for Extraordinary Costs.** In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Three Hundred and No/100 Dollars (\$300.00) per Lot.
11. **Excess Dues and Assessments.** With the approval of sixty percent (60%) of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

12. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 6, above.
13. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment, or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.
14. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of ten percent (10%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability of the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs, and fees. The Association shall assign to such mortgagee all its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any right of the Association.
15. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

#### **ARTICLE IV.**

##### **EASEMENTS**

1. A perpetual license and easement is hereby granted and reserved to erect and operate, maintain, repair and renew buried or underground storm sewers, water and gas mains and cables, lines or conduits and other electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under, and across five (5) foot wide strip of land abutting the front of the side boundary lines of Lots, except for the common lot line between lots 23 and 24; and eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior Lots that are adjacent to presently platted and recorded Lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen

- (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.
2. A golf cart and pedestrian path and irrigation pipes and controls have been installed along the North lot lines of lots 40, 41, and 55 in BENT TREE ESTATES. The Owners of these Lots grant and the Declarant hereby reserves an easement of twenty feet in width along the North lot lines of said lots and adjacent to the right of way for the public street, to install, maintain, repair, remove and replace a golf cart and pedestrian path, including associated fences and signs and irrigation pipes and controls. Declarant, through the Board, reserves the right to regulate the use of a golf cart path and pedestrian path areas.
  3. The Owners of Lots 12 and 13, Phase I, hereby grant and the Declarant reserves an easement over the common lot line between Lots 12 and 13 in BENT TREE ESTATES for the maintenance of a sewer line and water main. Said easement shall be twenty (20) feet in width and extended ten (10) feet on either side of the above mentioned common lot line and shall be for the purposes of erecting, operating, maintaining, repairing, and renewed burial of sewer lines and water mains. This easement shall include the five (5) foot easement mentioned above on said lots.
  4. The Owners of Lot 1, Phase I, and Lot 55 hereby grant, and the Declarant reserves an easement over the Southerly twenty (20) feet of Lot 1 and the Northerly twenty (20) feet of Lot 55, all in BENT TREE ESTATES for the construction, repair, and maintenance of a sign and pertinent equipment attached thereto, to identify BENT TREE ESTATES.
  5. Other easements are provided for in the final plats of Phases I, II, III, 4, 5 and 6 of BENT TREE ESTATES.

## **ARTICLE V.**

### **GENERAL PROVISIONS**

1. Except for the authority and powers specifically granted to the Board, the Board or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions, and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Board or by any Owner of a Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. Each Owner, by the acceptance of a deed creating an interest or estate in any land within BENT TREE ESTATES, and the heirs, legal representatives, successors and assigns of each of the foregoing, accepts the same subject to the all of the terms, provisions, covenants, conditions, restrictions, reservations, easements and liens and subject to all of the rights, benefits and privileges of every kind which are granted, created, reserved or declared by this Declaration, and all impositions and obligations hereby imposed (including the imposition of personal liability for payment of assessments and other amounts owing hereunder), all of which shall be

deemed covenants running with the land and shall bind every Owner having any interest or estate in any land within BENT TREE ESTATES, and shall inure to the benefit of any such person or entity, as though the provisions of this Declaration were recited at length in each and every deed, conveyance or other instrument evidencing or creating such interest or estate.

3. This Declaration may be amended by either a) approval of the proposed amendment at a meeting of the Homeowners Association in which at least Sixty percent (60%) of the Owners of the Lots covered by this Declaration vote to approve the amendment, or b) an instrument that is signed by the Owners of at least Sixty percent (60%) of the Lots covered by this Declaration. Easements contained herein may not be amended unless they are amended by agreement of all parties concerned with the easement.
4. Invalidity of any covenant shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Adoption of a Replacement Declaration of Covenants, Conditions, Restrictions and Easements of Bent Tree Estates, a Subdivision in Pottawattamie County, Iowa.

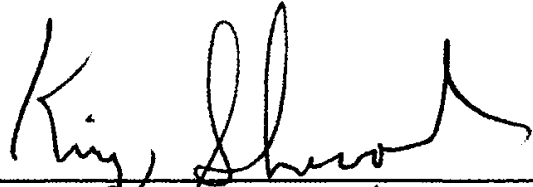
G:\KBR\38323\Replacement Declaration of Covenants.docx

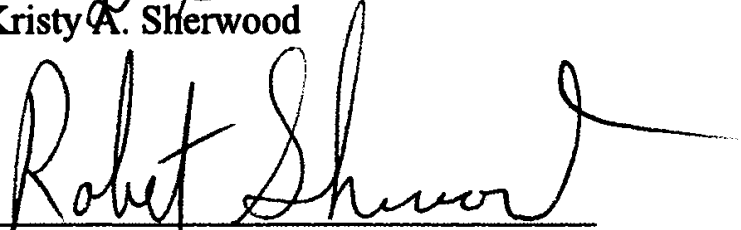
**[SIGNATURE PAGES TO FOLLOW]**

**[The remainder of this page has been left intentionally blank.]**



**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

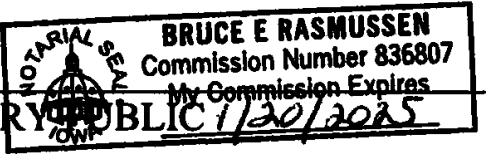
By:   
Kristy A. Sherwood

By:   
Robert E. Sherwood

[Phase I, Lot 1]

STATE OF IOWA )  
 )ss.  
COUNTY OF POTTAWATTAMIE )

This record was acknowledged before me on Aug 1, 2022, by  
Kristy A. Sherwood and Robert E. Sherwood, wife and husband.

  
NOTARY PUBLIC



**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

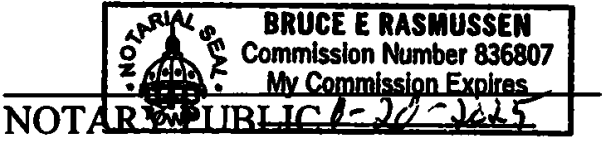
By: *Daniel P. Kinney*  
Daniel P. Kinney

By: *Jennifer M. Kinney*  
Jennifer M. Kinney

[Phase I, Lot 2]

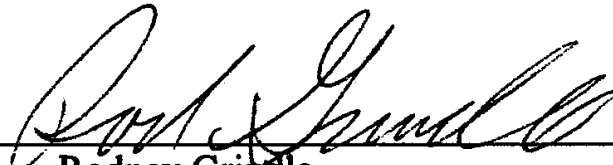
STATE OF IOWA )  
  )ss.  
COUNTY OF POTTAWATTAMIE )

This record was acknowledged before me on 5-23-22, 2022, by Daniel P. Kinney and Jennifer M. Kinney, husband and wife.



*Bruce Rasmussen*

**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**



By:   
Rodney Grindle

By:   
Sharlene Grindle

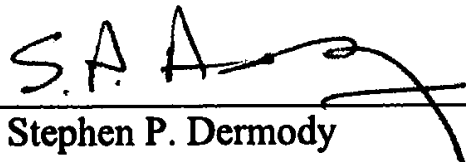
[Phase I, Lot 3]


STATE OF IOWA                                    )  
  )ss.  
COUNTY OF POTTAWATTAMIE )

This record was acknowledged before me on July 10<sup>th</sup>, 2022, by  
Rodney Grindle and Sharlene Grindle, husband and wife.

  
NOTARY PUBLIC  


**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

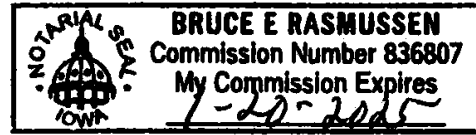
By: S.P.A.   
Stephen P. Dermody

By:  Rosemary C. Dermody  
Rosemary C. Dermody

[Phase I, Lot 4]

STATE OF IOWA                     )  
  )ss.  
COUNTY OF POTTAWATTAMIE )


This record was acknowledged before me on MAY 23, 2022, by Stephen P. Dermody and Rosemary C. Dermody, husband and wife.

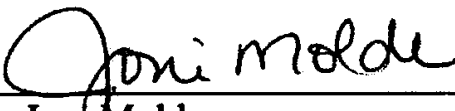


NOTARY PUBLIC



**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

By:   
Scott Molde

By:   
Joni Molde

[Phase I, Lot 5]

STATE OF IOWA                    )  
  )ss.  
COUNTY OF POTTAWATTAMIE )

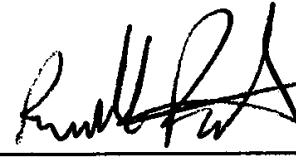
This record was acknowledged before me on   MAY 23  , 2022, by Scott Molde and Joni Molde, husband and wife.

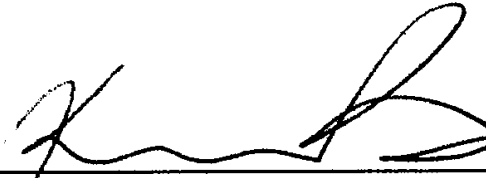


NOTARY PUBLIC



**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

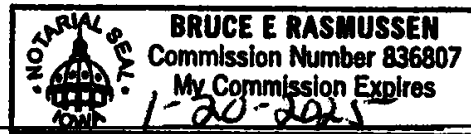
By:   
Russell Peterson

By:   
Kaylee Peterson

[Phase I, Lot 6]

STATE OF IOWA                                    )  
  )ss.  
COUNTY OF POTTAWATTAMIE )

This record was acknowledged before me on June 1, 2022, by  
Russell Peterson and Kaylee Peterson, a married couple.



NOTARY PUBLIC



**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

By: Bruce E. Rasmussen  
 Bruce E. Rasmussen

By: Joni Rasmussen  
 Joni Rasmussen

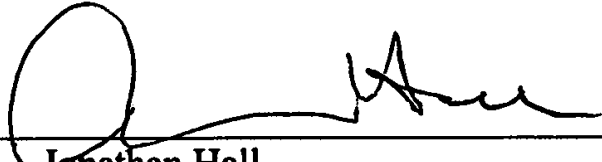
[Phase I, Lot 7]

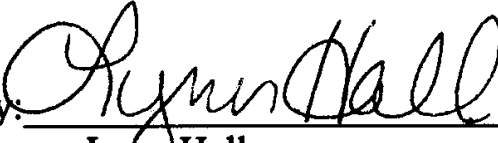
STATE OF IOWA )  
 ) ss.  
 COUNTY OF Pottawattamie)

This record was acknowledged before me on 5/22, 2022, by  
 Bruce E. Rasmussen and Joni Rasmussen, husband and wife.

Bruce Rasmussen

**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

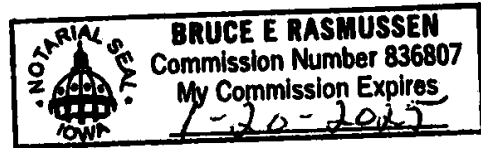
By:   
Jonathan Hall

By:   
Lynn Hall

[Phase I, Lot 8]

STATE OF IOWA                    )  
  )ss.  
COUNTY OF POTTAWATTAMIE )

This record was acknowledged before me on Sept 6, 2022, by  
Jonathan Hall and Lynn Hall, husband and wife.



NOTARY PUBLIC





**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

Marilyn M. Glenn Trust U/A dated November 4, 2021

By: Marilyn Glenn  
Marilyn M. Glenn, Trustee

[Phase I, Lot 9]

STATE OF IOWA                    )  
  )ss.  
COUNTY OF POTTAWATTAMIE )

This record was acknowledged before me on June 1, 2022, by Marilyn M. Glenn, Trustee of the Marilyn M. Glenn Trust U/A dated November 4, 2021.



NOTARY PUBLIC

Bruce Rasmussen

**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

By: Scott C. Hartman  
Scott C. Hartman

By: Susan N. Hartman  
Susan N. Hartman

[Phase I, Lot 10]

STATE OF IOWA )  
 )ss.  
COUNTY OF POTTAWATTAMIE )

This record was acknowledged before me on 5-23-22, 2022, by Scott C. Hartman and Susan N. Hartman, husband and wife.



NOTARY PUBLIC

Bruce Rasmussen

**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

By: St Bell  
Steven P. Bell

By: Verona M. Bell  
Verona M. Bell

[Phase I, Lot 11]

STATE OF IOWA                                 )  
  )ss.  
COUNTY OF POTTAWATTAMIE )

This record was acknowledged before me on June 1, 2022, by Steven P. Bell and Verona M. Bell, husband and wife.



NOTARY PUBLIC

Bruce Rasmussen

**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

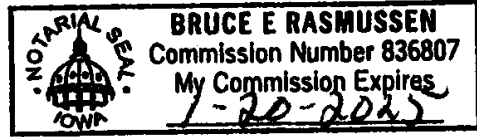
*With Exemption*

By: *Todd Shank 8.1.22*  
Todd M. Shank

[Phase I, Lot 12]

STATE OF IOWA )  
 )ss.  
COUNTY OF POTTAWATTAMIE )

This record was acknowledged before me on *Aug 1*, 2022, by Todd M. Shank, a single person.



NOTARY PUBLIC

*Bruce Rasmussen*

**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**


By: Diana Mara

By: Diana Rabadi Mar

Isam Mara


STATE OF IOWA )  
 )ss.  
COUNTY OF POTTAWATTAMIE )

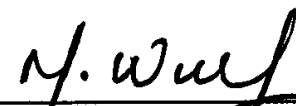
This record was acknowledged before me on July 10<sup>th</sup>, 2022, by  
Isam Marar and Diana Rabadi Marar, a married  
couple.

  
NOTARY PUBLIC

JAN 20, 2025  
Bruce Rasmussen

**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

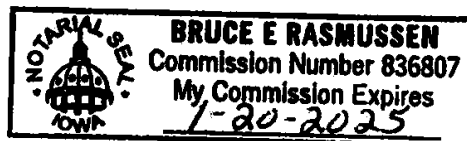
By:   
Christian J. Wulf

By:   
Michelle S. Wulf

[Phase I, Lot 14]

STATE OF IOWA )  
 )ss.  
COUNTY OF POTTAWATTAMIE )

This record was acknowledged before me on June 5, 2022, by Christian J. Wulf and Michelle S. Wulf, husband and wife.

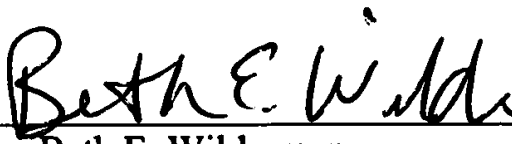


NOTARY PUBLIC



**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

By:   
Joshua D. Wilderman

By:   
Beth E. Wilderman

[Phase I, Lot 15]

STATE OF IOWA )  
 )ss.  
COUNTY OF POTTAWATTAMIE )

This record was acknowledged before me on 5-23-22, 2022, by  
Joshua D. Wilderman and Beth E. Wilderman, husband and wife.



NOTARY PUBLIC



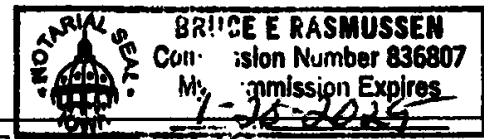
**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

By: *[Signature]*

By: *[Signature]*

STATE OF IOWA )  
 )ss.  
COUNTY OF POTTAWATTAMIE )

This record was acknowledged before me on June 5<sup>th</sup>, 2022, by  
*Martin Dollen* and *Marie Dollen*, a married  
couple.



NOTARY PUBLIC

*[Signature]*



**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

By: \_\_\_\_\_

By: Sarah Archer

STATE OF IOWA )  
 )ss.  
COUNTY OF POTTAWATTAMIE )

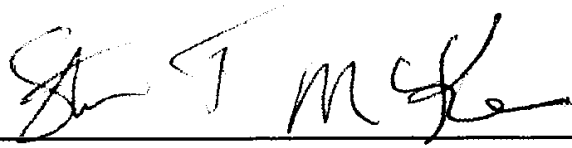
This record was acknowledged before me on Sept. 8, 2022, by  
Toss Archer and SARAH ARCHER, a married  
couple.

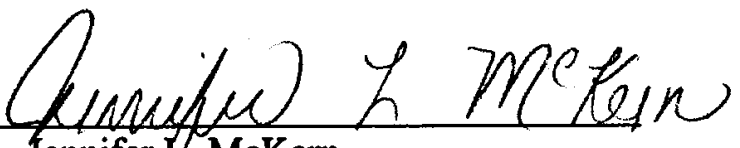


NOTARY PUBLIC

Bruce Rasmussen

**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

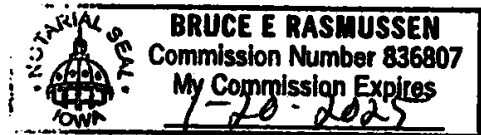
By:   
Steven T. McKern

By:   
Jennifer L. McKern

[Phase I, Lot 18]

STATE OF IOWA )  
 )ss.  
COUNTY OF POTTAWATTAMIE )

This record was acknowledged before me on 5-23-22, 2022, by Steven T. McKern and Jennifer L. McKern, husband and wife.



NOTARY PUBLIC



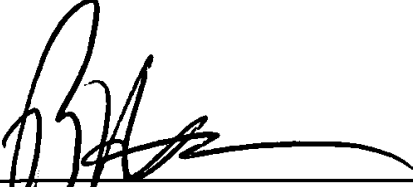


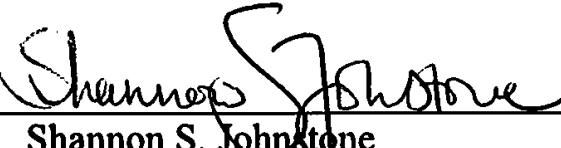






**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

By:   
Bruce D. Johnstone

By:   
Shannon S. Johnstone

[Phase I, Lot 23]  
[Phase I, Lot 24]

STATE OF IOWA )  
 )ss.  
COUNTY OF POTTAWATTAMIE )

This record was acknowledged before me on June 27, 2022, by  
Bruce D. Johnstone and Shannon S. Johnstone, husband and wife.



NOTARY PUBLIC

























**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

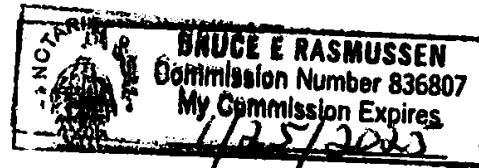
By:   
Zachary R. Davidson

By:   
April M. Davidson

[Phase I, Lot 34]

STATE OF IOWA )  
 )ss.  
COUNTY OF POTTAWATTAMIE )

This record was acknowledged before me on Aug 30, 2022, by Zachary R. Davidson and April M. Davidson, husband and wife.



NOTARY PUBLIC












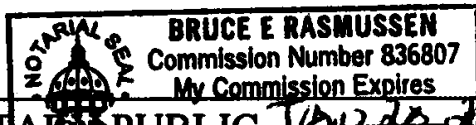
**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

By: 

By: \_\_\_\_\_

STATE OF IOWA )  
 )ss.  
COUNTY OF POTTAWATTAMIE )

This record was acknowledged before me on August 1, 2022, by  
Brad Wittfeldt and Trish Wittfeldt -, a married  
couple. (deceased)

  
NOTARY PUBLIC 12/22/2025

















**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

Diener Family Trust dated November 1, 2014

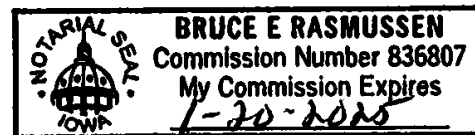
By: *Robert J. Diener*  
Robert J. Diener, Trustee

By: *Alice G. Diener*  
Alice G. Diener, Trustee

[Phase I, Lot 46]

STATE OF IOWA )  
 )ss.  
COUNTY OF POTTAWATTAMIE )

This record was acknowledged before me on June 27, 2022, by Robert J. Diener and Alice G. Diener, Trustees of the Diener Family Trust dated November 1, 2014.



NOTARY PUBLIC

*Bruce Rasmussen*








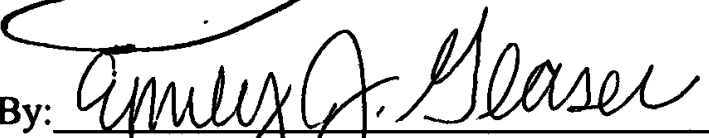






**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

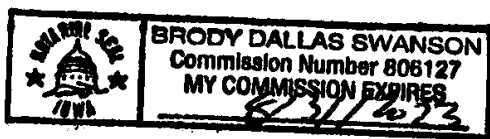
By:   
Jordan T. Glaser


By:   
Emily J. Glaser

[Phase I, Lot 52]

STATE OF IOWA )  
 )ss.  
COUNTY OF POTTAWATTAMIE )

This record was acknowledged before me on September 8, 2022, by  
Jordan T. Glaser and Emily J. Glaser, husband and wife.



  
NOTARY PUBLIC









**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

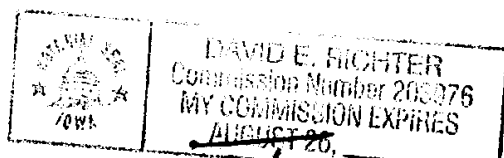
Namrob Real Estate Trust Under Agreement dated August 19, 2015

By: *Sara L. Scott*  
Sara L. Scott, Trustee

[Phase III, Lot 97]

STATE OF IOWA )  
 )ss.  
COUNTY OF POTTAWATTAMIE )

This record was acknowledged before me on August 14, 2022, by Sara L. Scott, Trustee of the Namrob Real Estate Trust Under Agreement dated August 19, 2015.



*Feb. 15, 2025*

*David Richter*  
NOTARY PUBLIC









**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

Knedler Family Trust dated December 3, 2021

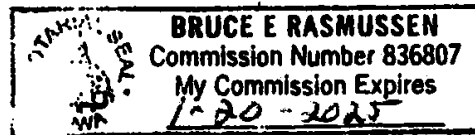
By: Michael L. Knedler  
Michael L. Knedler, Trustee

By: Marie E. Knedler  
Marie E. Knedler, Trustee

[Phase III, Lot 101]

STATE OF IOWA )  
 )ss.  
COUNTY OF POTTAWATTAMIE )

This record was acknowledged before me on MAY 25, 2022, by Michael L. Knedler and Marie E. Knedler, Trustees of the Knedler Family Trust dated December 3, 2021.



NOTARY PUBLIC

Bruce Rasmussen

**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

By: *James A. Svajgl*  
James A. Svajgl

By: *Julie K. Svajgl*  
Julie K. Svajgl

[Phase III, Lot 102]

STATE OF IOWA )  
 )ss.  
COUNTY OF POTTAWATTAMIE )

This record was acknowledged before me on May 23, 2022, by James A. Svajgl and Julie K. Svajgl, husband and wife.



NOTARY PUBLIC

*Bruce Rasmussen*











**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

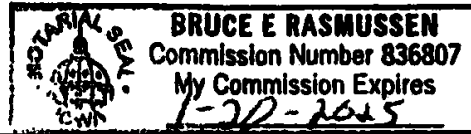
By: Mickey Stogdill  
Mickey J. Stogdill

By: Laurie Stogdill  
Laurie J. Stogdill

[Phase 5, Lot 2]

STATE OF IOWA )  
 )ss.  
COUNTY OF POTTAWATTAMIE )

This record was acknowledged before me on MAY 24, 2022, by Mickey J. Stogdill and Laurie J. Stogdill, husband and wife.



NOTARY PUBLIC

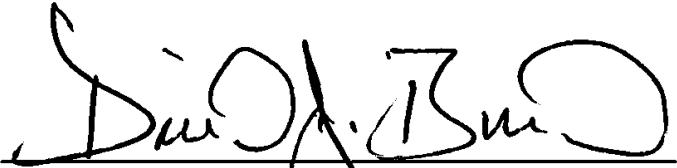
Bruce E. Rasmussen

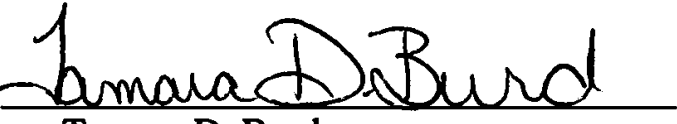






**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

By:   
David J. Burd

By:   
Tamara D. Burd

[Phase 5, Lot 6]

STATE OF IOWA                                    )  
  )ss.  
COUNTY OF POTTAWATTAMIE )

This record was acknowledged before me on June 27, 2022, by David J. Burd and Tamara D. Burd, husband and wife.



NOTARY PUBLIC



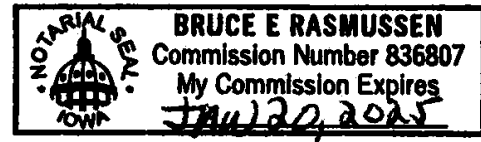
**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

By:   


STATE OF IOWA )  
 )ss.  
COUNTY OF POTTAWATTAMIE )

This record was acknowledged before me on July 10<sup>th</sup>, 2022, by  
Judd Knispel Rebecca Knispel

  
NOTARY PUBLIC











**SIGNATURE PAGE TO REPLACEMENT COVENANTS OF BENT TREE ESTATES**

By:   
Adam Bierbaum

By:   
Amy Bierbaum

[Phase 6, Lot 13]

STATE OF IOWA )  
 )ss.  
COUNTY OF POTTAWATTAMIE )

This record was acknowledged before me on 6/27/2022, 2022, by Adam Bierbaum and Amy Bierbaum, husband and wife.



NOTARY PUBLIC





August 1, 2022


## Exemption Item from Bent Tree Phase 1 Covenants

From: Bent Tree Phase I HOA President Bruce Rasmussen  
To: Todd Shank

Todd,

Due to the irregular shape of your existing pool, it is grandfathered and exempt from item 14 sentence 3 of Covenants dated May 2022. Normal maintenance is still expected.

Bruce Rasmussen  
President of Bent Tree Phase I HOA

A handwritten signature in black ink, appearing to read "Todd Shank". The signature is written in a cursive, flowing style.

Jordon and Emily Glaser  
23340 Sunshine Lane  
Council Bluffs, Iowa

Due to the lack of availability of Green golf carts the Bent Tree Phase 1 HOA will allow the use of existing Black golf cart that you currently own. The golf course has requested that all golf carts are green to match the carts used by Bent Tree Golf Club, hence green golf carts have been included in our Covenants.

When the time comes to trade in or purchase a new golf cart, please make every effort to comply with the Covenants.

Thanks,

A handwritten signature in black ink, appearing to read "Bruce Rasmussen". The signature is fluid and cursive, with a large initial "B" and "R".

**Bruce Rasmussen**  
**President Bent Tree Phase 1 HOA**