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**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR
BILTMORE WEST**

Preparer Information:

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N/A

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Grantor:

Biltmore West, L.L.C.

Grantee:

N/A

Legal Description:

Lots Two (1) through Fifty-five (55), inclusive, and Outlots "X", "Y", and "Z", in Biltmore West Plat 1, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa; AND Lots One (1) through Sixty-three (63), inclusive, in Biltmore West Plat 2, an Official Plat, now included in and forming a part of the City of Urbandale, Dallas County, Iowa.

Document or instrument number of previously recorded documents:

Book 2022, Page 12887

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR BILTMORE WEST**

THIS AMENDMENT TO DECLARATION is made this 2nd day of March, 2023.

WHEREAS, a Declaration of Covenants, Conditions, Easements and Restrictions for Biltmore West Plat 1 was executed on June 6, 2022, by Biltmore West, L.L.C., an Iowa limited liability company ("Declarant"), and filed of record in Dallas County, Iowa, on June 8, 2022, in Book 2022, at Page 12887 (hereinafter "Declaration"); and

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

WHEREAS, Declarant desires to subject Lots 1 through 63 in Biltmore West Plat 2 to the terms of the Declaration, and amend the Declaration as herein provided.

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

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

Lots 1 through 63, inclusive, in Biltmore West Plat 2.

2. Any general references in the Declaration to "Biltmore West" and/or "Biltmore West Plat 1" shall also include reference to "Biltmore West Plat 2".

3. Notwithstanding anything to the contrary contained herein, all references to "Lots" and "Biltmore West" in Articles III(I)-(L) of the Declaration, as originally filed, shall mean and refer exclusively to Lots in Biltmore West Plat 1.

4. New Article III(O) is hereby incorporated into the Declaration as follows:

O. All dwellings situated on Lots 1 through 27, inclusive, in Biltmore West Plat 2 shall contain a minimum square footage of living space exclusive of attached garages, breezeways, and porches as follows:

(1) One-story dwellings must have a minimum of 1,500 square feet of finished floor area directly under roof, but a 25% credit will be given for finished area of lower level which is 50% exposed over finished grade.

(2) One and one-half story dwellings must have a minimum of 1,800 square feet of finished floor area directly under roof.

(3) Two story dwellings must have a minimum of 2,100 square feet of finished floor area directly under roof.

(4) Split-foyer and split-level plans are not allowed in Biltmore West Plat 2.

5. New Article III(P) is hereby incorporated into the Declaration as follows:

P. All dwellings situated on Lots 29 through 35, inclusive, in Biltmore West Plat 2 and Lots 52 through 55, inclusive, in Biltmore West Plat 2 shall contain a minimum square footage of living space exclusive of attached garages, breezeways, and porches as follows:

(1) One-story dwellings must have a minimum of 1,800 square feet of finished floor area directly under roof, but a 25% credit will be given for finished area of lower level which is 50% exposed over finished grade.

(2) One and one-half story dwellings must have a minimum of 2,000 square feet of finished floor area directly under roof, but a 25% credit will be given for finished area of lower level which is 50% exposed over finished grade.

(3) Two story dwellings must have a minimum of 2,200 square feet of finished floor area directly under roof.

(4) Split-foyer and split-level plans are not allowed in Biltmore West Plat 2.

6. New Article III(Q) is hereby incorporated into the Declaration as follows:

Q. All dwellings situated on Lots 36 through 51, inclusive, in Biltmore West Plat 2 and Lots 56 through 63, inclusive, in Biltmore West Plat 2 shall contain a minimum square footage of living space exclusive of attached garages, breezeways, and porches as follows:

(1) One-story dwellings must have a minimum of 1,500 square feet of finished floor area directly under roof, but a 25% credit will be given for finished area of lower level which is 50% exposed over finished grade.

(2) One and one-half story dwellings must have a minimum of 1,800 square feet of finished floor area directly under roof.

(3) Two story dwellings must have a minimum of 1,900 square feet of finished floor area directly under roof.

(4) Split-foyer and split-level plans are not allowed in Biltmore West Plat 2.

7. Article IV(F) of the Declaration is hereby deleted in its entirety and replaced with the following:

F. A pond will be located on a portion of the rear yard of Lots 13 through 28, inclusive, in Biltmore West Plat 1, Lots 30 through 35, inclusive, in Biltmore West Plat 2, and Lots 52 through 55, inclusive, in Biltmore West Plat 2 ("Pond Lots") which shall be for storm water detention for the entirety of Biltmore West ("Pond"). The Association shall be responsible for all maintenance of the Pond, including any equipment or features related thereto, and shall maintain insurance thereon naming the Owners of the Ponds Lots as additional insureds. Any Owner of a Pond Lot shall not change the grade of the Pond or alter the boundaries in any way without the written permission of the

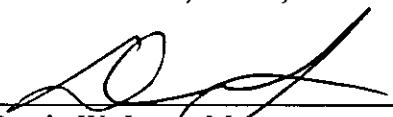
Association. Recreational use of the Pond by any Owner shall be strictly limited to shore fishing, provided, however, that no such use of the Pond shall be permitted unless the individual so using the Pond has obtained a fishing permit issued by the Association. The fishing permit herein provided shall be non-transferrable and apply only to the individual named on the permit. Ice fishing is strictly prohibited. Swimming, boating or other activity is strictly prohibited. Recreational use of the Pond shall further be limited to between the hours of 9:00 a.m. and 7:00 p.m. No structure or fence shall be built in, on or around said Pond without the written approval of the Association. All Owners using the Pond shall access it from 179th Street at the Southern-most area of Lot 24 adjacent to the right-of-way. Declarant reserves the right to designate an alternative location for Pond access and may provide appropriate signage in connection therewith.

8. In all other respects, the Declaration shall remain unaffected and be enforceable as filed.

The undersigned represents and warrants that it is the fee titleholder of at least one Lot in Biltmore West Plat 1.

Dated on this day and year first written above.

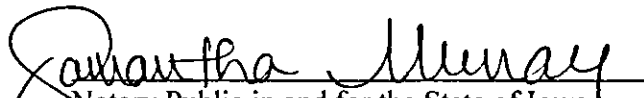
BILTMORE WEST, L.L.C., DECLARANT


By: Dustin W. Jones, Manager

STATE OF IOWA, COUNTY OF Dallas:

This instrument was acknowledged before me on this 2 day of March, 2023, by Dustin W. Jones, Manager of Biltmore West, L.L.C.




Samantha Murray
Notary Public in and for the State of Iowa