

**DECLARATION OF RESIDENTIAL
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Declaration is made on this 7, 31/2025 ~~2025~~, by the Declarant, Westport Development LLC, an Iowa Limited Liability Company.

WHEREAS, Declarant is the Owner of certain real property located in the City of West Des Moines, the County of Dallas, in the State of Iowa, which is legally described as:

Westport Plat 3 , Recorded Final Plat – Referred to as Exhibit A
Lots 1 THROUGH 28 INCLUSIVE IN WESTPORT PLAT 3, AN OFFICIAL PLAT, WEST DES
MOINES, DALLAS COUNTY, IOWA

WHEREAS, said property is referred to herein as the “Westport Plat 3 Single Family Property”;
and

WHEREAS, Declarant is desirous of protecting the value and desirability of the Westport Plat 3 Single Family Property.

NOW, THEREFORE, Declarant hereby declares that the Westport Plat 3 Single Family Property shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Westport Plat 3 Single Family Property and which shall run with the land and shall be binding on all parties having any right, title or interest therein or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I. DEFINITIONS

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

- A. “Westport Plat 3 Single Family Property” shall mean and refer to the property described in Exhibit A hereto.
- B. “Declarant” shall mean and refer to Westport Development LLC.
- C. “Lot” shall mean and refer to each and any individual parcel of land within Westport Plat 3.
- D. “Owner” shall mean and refer to the owner of record (whether one or more persons or entities) of the legal or equitable title to any Lot.

- E. "Outbuilding" shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.

II. RESIDENTIAL USE

All Lots in Westport Plat 3 Single Family Property shall be residential lots and shall not be improved, used, or occupied for other than private residential purposes. No business activity, whether it be full or part time (other than home offices) may be conducted on any lot or in any dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of the provisions of the zoning ordinance of the City of West Des Moines Westport Plat 3 Single Family Property. Home Offices cannot generate any significant traffic and have no signage. It must appear to be just a single-family residence.

III. BUILDING RESTRICTIONS AND REQUIREMENTS

Except as specified herein, no building or other structure shall be constructed, altered, or maintained on any Lot, other than one single family dwelling with an attached private garage, and such other structures customarily incidental and subordinate to a single-family home, unless prohibited or otherwise regulated by these Covenants. Notwithstanding the foregoing, the Declarant and any home builder who purchases a Lot from the Declarant for the purpose of building a home to be sold to its first occupant, may use a home constructed on any Lot for a sales and display office or as a model home, for marketing of its firm, this home, Lots within the Plat, or the sale of other existing or built to suit homes, and may have agents and employees located in such sales office or model home.

No factory manufactured, prefabricated, or modular housing shall be permitted.

- A. No dwelling shall be constructed on any Lots unless the design and location is in reasonable harmony with existing structures and unless it meets the following minimum square feet of living area requirements unless approved by the Declarant. In such a case, a plan must be submitted to the Declarant for the home to be built under the square footage requirements stated above. These plans will be reviewed by the declarant and approved or denied at the Declarant's sole discretion.
- B. One-story dwellings shall have a minimum finished floor above grade of 1,800 sq ft.
- C. One and one-half story dwellings shall have a minimum finished floor area above grade as follows: 2,200 sq ft.
- D. Two-story dwellings, including buildings commonly referred to as split-level, shall have a minimum finished floor area above grade as follows: 2,450 sq ft.

- E. In computing total finished areas, zero percent (0%) of a finished area which has its floor area below the exterior grade shall be included in the total finished area requirements.
- F. In the computation of floor area, the same shall not include any porches, breezeways, decks or attached or built in garages.
- G. A plan may be submitted to the Declarant for homes to be built under the square footage requirements stated above. These plans will be reviewed by the declarant and approved or denied at the Declarant's sole discretion.

No dwelling structure of any kind may be moved onto any Lot. All exterior painted portions of new dwellings constructed on any lot shall be harmonious with development.

Roof material shall be slate, tile, medium to thick butt wood shingles or asphalt shingles with a weight rating of at least 230 pounds.

Exterior must consist of hardboard siding, concrete based siding (James Hardie), stone, brick, or stucco. Vinyl siding is prohibited.

In no event shall any exterior foundation on front elevation be exposed more than twelve (12) inches above finish grade which is not faced with either brick or stone unless topographic conditions leave no other alternative. In this event, the foundation must be painted to match the exterior of structure. All exposed foundations shall be painted to match the body of home.

All buildings, structures or improvements of any kind must be completed within eighteen (18) months of the commencement date of construction.

Above-ground swimming pools or non-permanent swimming pools are prohibited, with the exception of temporary summertime wading pools for the use of children under the age of 5 which shall be permitted. In ground pools are allowed

No decks can be built on the front or sides of home.

No recreational courts are permitted on any lot such as, but not limited to, tennis courts, pickleball courts and batting cages. No basketball courts are allowed at the rear of the house on any lot. Basketball hoops can be located along the upper 2/3 of the driveway mounted in concrete in front of house. Basketball hoops are allowed on swimming pools.

No skateboard ramps or bicycle ramps allowed that cannot be disassembled each day and removed.

Security Lighting and/or Landscape Lighting for driveways, walkways, parking areas and any other area shall be designed and located in a fashion which will avoid direct lighting on adjoining lots. Lighting shall be of low voltage and low wattage.

IV. GARAGES, DRIVEWAYS AND SIDEWALKS

All dwellings shall have a minimum three-car attached garage. GARAGE SHALL BE LOCATED ON THE SIDE OF THE LOT WITH HIGHER ELEVATION UNLESS APPROVED IN WRITING BY DECLARANT. All dwellings shall have a Portland cement concrete driveway not less than 16 feet in width and run from City Street to the garage.

No detached garages are allowed

All sidewalks, parking and driveway areas shall be constructed by the Lot Owners in conjunction with the building of a house, shall be hard surfaced using a suitable thickness Portland cement, and in accordance with the West Des Moines city code.

No driveway or sidewalk is the responsibility of the Declarant.

V. TEMPORARY AND OTHER STRUCTURES: CERTAIN USES

No temporary building or structure shall be built or maintained on any Lot without the express written consent of Declarant. No camper, motor home, boat, trailer, tent, shack, garage, unfinished dwelling basement, or outbuilding shall be used at any time as a dwelling. No truck with a gross vehicle weight greater than forty-five hundred pounds and no camper, motor home, boat, jet ski, snowmobile, trailer, mechanical equipment or similar property may be parked or maintained on any Lot (except inside a garage) or on the public street adjacent to any Lot, other than on a temporary basis; provided that this restrictions shall not apply to what are customarily considered sport utility vehicles, passenger vans, or "conversion vans" or to trucks, equipment or trailers used in connection with construction of or rebuilding of a dwelling on any Lot. Temporary shall mean no more than a total of twenty-one (21) days per year and no more than 5 days in a row. At no time shall an automobile, motorcycle, truck, camper, motor home, other vehicle, boat, jet ski, snowmobile, trailer, mechanical equipment or similar property be disassembled repaired or serviced on any Lot, except inside a garage or dwelling. No automobile, motorcycle, truck, camper, motor home, other vehicle, boat, jet ski, snowmobile, trailer, mechanical equipment, or similar property may be at any time parked or maintained on the yard of any Lot.

VI. FENCES

All fences must be constructed of black vinyl, or black wrought iron. No wood or chain link fences permitted EXCEPT black vinyl coated chain link fences. Fences or hedges shall be permitted on the backside of the house and garage and limited to run along property lines and

boundaries of drainage easements, but they shall not exceed six (6) feet in height. No fence or hedge should obstruct water flow. ALL FENCING MUST BE APPROVED BY DECLARANT PRIOR TO INSTALLATION, as well as, approved by the City of West Des Moines. Fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fence framing. All fences shall be kept in good repair and attractive appearance

VII. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Official Plat of Westport Plat 3. The Owner and/or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant, maintain, keep and preserve that portion of the easement area including any drain tile within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building, structure or other improvement of any kind within said easement areas (except customary and traditional ground cover) which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utility services and drainage facilities within such easement areas. The Owner and/or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant preserve and maintain any berm and/or swale constructed for drainage purposes to accomplish the purposes for which it was created.

VIII. NUISANCES

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

IX. SIGNS

No sign of any kind shall be placed, exposed to view or permitted to remain on any lot or any street adjacent thereto, except (i) street markers, traffic signs, or any signs installed by the City of West Des Moines, by other government entities or marketing signs by the Declarant (ii) a customary and traditional sign (one per Lot) advertising a Lot or dwelling for sale, not exceeding 1296 square inches. In any event, all signs must comply with any ordinances that may be enacted by the City of West Des Moines. In the event any signs other than those described about shall be placed or exposed to view on any Lot, the agents of the Declarant are hereby given the right to enter upon such Lot and remove said signs.

X. TRASH RECEPTACLES

No trash receptacles or garbage cans shall be permitted to be placed on a Lot outside a dwelling or garage. However, trash and recycling containers and/or bags shall be allowed to be placed on a Lot outside a dwelling, or garage but no earlier than eighteen (18) hours prior to a scheduled

pick up of such trash. Trash containers shall be returned to the dwelling or garage within twelve (12) hours after picking up.

XI. UTILITIES

All utilities, including trunk and service lines for telephone, electricity shall be constructed and maintained underground except for the portion which utility companies customarily require to be above ground in the immediate proximity of any exterior utility meter.

XII. ANTENNAS

No exterior towers or antennas of any kind shall be constructed, modified, or permitted on any Lot, except as herein specifically permitted. Customary television or radio antennas not exceeding five (5) feet in height shall be permitted if attached directly to either the dwelling or the garage. A satellite dish (or similar structure) with a diameter of less than nineteen inches (19") shall be permitted to be placed elsewhere on rear of Lot, but only if it is totally hidden from view by a customary and traditional screen of suitable height (or otherwise totally hidden from view) from all other areas within the Westport Plat 3 Single Family Property,

XIII. MAINTENANCE

The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the Lot free of trash, weeds, and debris and to keep the lawn and landscaping well maintained and healthy. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the exterior of any dwelling, the driveway, fence, screening, and all other improvements.

XIV. CERTAIN ANIMALS PROHIBITED

No animals, livestock or poultry, pigs or snakes of any kind shall be raised, bred or kept on any Lot except 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, more than a total of three dogs and/or cats can be kept at any one Lot at any one time. Dogs must be kept in the dwelling. No dog runs are permitted.

XV. ACCESSORY STRUCTURES

No utility building, tool shed, storage shed, lean-to or other similar structure shall be permitted; provided, however, that an exterior child's playhouse may be permitted if the floor area does not exceed sixty-four (64) square feet and if the exterior and the roof are constructed of the same material and have the same color and appearance as the residential dwelling on the same

Lot and it is constructed in an attractive and workmanlike manner. The structure shall be at least twenty (20) feet away from any Lot line but in no event shall it be located within any required yard setback area.

Pool houses are allowed and must be built matching the exterior of the home using the same materials and have the same color and appearance as the residential dwelling on the same Lot and it is constructed in an attractive and workmanlike manner and must be in the rear of main house and must meet City codes and within any required yard setback or easement areas.

XVI. MEASUREMENT OF SETBACKS.

The minimum setbacks as specified in this Declaration shall be measured from the Lot line from which the setback is being measured to the nearest building or structure. No buildings or structures (except for permitted fences) shall be constructed or maintained within the required minimum setback area. The definition of the terms "front yard", "side yard", "building", "structure" or other similar term relating to setbacks shall be the same as that definition contained in the City's zoning ordinance now or in the future.

XVII. SURFACE WATER

The topography of Westport Plat 3 Single Family Property 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 and benefited by such easements as may exist for the flowage of surface water under the law 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. Declarant is not responsible for water issues arising from improper grading after final plat approval. Lots with drain tiles in back yard shall be the responsibility of homeowners to keep in good working order and maintained. The Owners Association is not responsible for this drainage tube.

XVIII. Gardens

Fruit and Vegetable gardens are permitted, as long as, they are directly behind the house not to exceed 50' behind house and not allowed to be within 20' of property line. Total garden area cannot exceed 200 sq. ft. Fencing around garden area is prohibited.

XIX. SOD

All portions of a Lot not occupied by structures, walkways, driveways, or landscaping shall be sodded. The sod shall be installed prior to occupancy of the house unless weather conditions make this requirement impossible to meet. No seeding is allowed except by Declarant.

XX. TREES

A minimum of two (2) trees shall be required to be installed on each Lot. The trees shall have a minimum of 2" trunk diameter measured two (2) feet vertically from the ground level. This tree requirement shall be the responsibility of the initial and subsequent homeowners on Lots and not the responsibility of Westport Development LLC. (the declarant) No trees or shrubs can be planted in detention pond areas.

All homes constructed in Plat 3 must include yard (sod) irrigation. The front yard must include landscape shrubs and/or perennials with mulch, rock or stone-ground cover. These requirements must be met prior to occupying the home.

XXI. MAILBOXES

Neighborhood mailbox cluster units shall be installed by the Declarant according to United States Postal Service regulations. The Owner and/or occupant of the Lot(s) on which a mailbox cluster unit is located shall be responsible for removal of snow and ice which would obstruct access to the mailbox cluster units by the mail carrier and other Owners.

XXII. ENFORCEMENT OF COVENANTS

A. Legal Action.

These Covenants, Conditions and Restrictions shall be deemed to run with the land to which they apply and all improvements thereon. Westport Development LLC or the Owner of any Lot or portion thereof to which these Covenants, Conditions and Restrictions apply may bring an action in any court of competent jurisdiction to enforce these Covenants, Conditions and Restrictions and enjoin their violation, mandate their compliance or to recover damages for the breach thereof or for any other remedy or combination of remedies recognized at law or in equity.

B. Delays in Enforcement.

No delay or omission on the part of Westport Development LLC, or any Owner of land to which this Declaration of Covenant, Conditions and Restrictions apply in exercising any rights, power or remedy herein allowed shall be construed as a waiver of acquiescence therein.

No right, claim or action shall accrue to, and no action or claim shall be brought or maintained by anyone against Westport Development LLC or any officer, employee or agent thereof on account of any action or inaction under this Declaration.

C. Conflict with Governmental Regulations.

The Property subject to this Declaration shall also be subject to any and applicable regulations of the City of West Des Moines, Iowa, and any other governmental entities having jurisdiction including, but not limited to, zoning ordinances, subdivision ordinances, life safety and building codes as well as other such regulations. Whenever there is a conflict between the provisions of this Declaration of Covenants, Conditions and Restrictions and the ordinances, statutes or regulations of the City, County, State, or other applicable governmental entity having jurisdiction over the Property, that provision or requirement which is the most restrictive shall be binding unless otherwise prohibited or preempted by law.

XXIII. TERM OF COVENANTS; SERVERABILITY.

A. Duration

All of the foregoing Covenants, Conditions and Restrictions set forth in this Declaration shall continue and remain in full force and effect at all times and as to the Property, regardless of how title was acquired, from the date of filing of this Declaration until the 21 years in accordance with Iowa Code Section 614.24 and may be extended as permitted by state law. Westport Development LLC is hereby designated to be a continuing attorney in fact vested with authority to file an extension of these Covenants, Conditions and Restrictions with the Dallas County Recorder.

B. Severability

In the event that any one or more of the terms or conditions of this Declaration shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall in no way affect, modify, change, abrogate or nullify any of the remaining Covenants, Conditions or Restrictions not so expressly held to be void and the remaining parts of this Declaration shall remain in full force and effect.

C. Reasonable Period of Enforcement

If any of the terms of this Declaration shall be held by a court of competent jurisdiction to be void or unenforceable by reason of the period of time herein stated for which the Declaration may be effective or amount of any penalty imposed, such terms or penalty shall be reduced to a reasonable period of time or amount which shall not violate the rule against perpetuities as set forth in the laws of the State of Iowa or other applicable law, all as determined by the court.

D. Amendments

So long as Westport Development LLC owns any Lot or Lots within the Property, including an interest as a contract vendor, it shall have the absolute right to make any amendments to this Declaration without the consent of any other Owner. Any titleholder or mortgage holder takes its interest in Lots subject to Westport Development LLC rights herein stated.

After twelve (12) months following the date on which the Declarant has sold all the Lots, the owners of each lot may seek an exception by following the rules set forth below.

Request amendment or modification to all Lot Owners and receive approval of the Owners. Said approval shall be given by the affirmative vote of not less than two-thirds (2/3) of the Owners. The Owners of each Lot (or the joint owners of a single Lot in the aggregate) shall be entitled to cast one vote on account of each Lot owned.

XXIV. EROSION CONTROL

- A. The owner and/or person in possession of each Lot, whether vacant or improved, their agents, assigns, heirs, and/or building contractors shall take all necessary precautions to prevent, stabilize, and/or control erosion on their Lot and the Property, to prevent sediment migration and soil erosion from extending beyond the boundaries of their Lot and the Property, and, in the event it occurs, to promptly clean up all eroded sediment and to restore all affected areas to their original condition.
- B. The owner and/or person in possession of each Lot, whether vacant or improved, shall at closing of any sale or conveyance of a Lot execute an agreement complying with all applicable Federal, State and local erosion control regulations, laws and ordinances and permits which pertain to the Property including, but not limited to, becoming a transferee of the Iowa Department of Natural Resources NPDES General Permit No.2 ("the Permit")
- C. If Westport Development LLC or any Lot or Lot Owner is cited for an alleged violation of any erosion control regulations, laws or ordinance provision, which occurs after closing of any sale or conveyance of a Lot by any jurisdictional authority for a condition on or from the Property, the Owner shall indemnify and hold Westport Development LLC harmless from any and all claims, damages, fines, attorney fees, assessments, levies and/or costs incurred by Westport Development LLC related to the citation.

XXV. Topsoil

All purchasers of lots will be responsible for supplying any topsoil needed to use in the building process. Westport Development LLC will not provide any topsoil

XXVI. SOLAR PANELS

No solar panel or any part of a solar panel system shall be placed temporarily or permanently on the ground, in the yard, on any fence or on any portion of the roof that is visible from the street. In addition, all applications for solar panel system are subject to the unilateral approval (or denial) of the Declarant.

XXVII. Restrictions on Rentals

To protect the integrity of this development and to ensure that those persons residing therein have similar interests in their Lots, no Lot and no portion of any Unit shall be leased or rented to any person for a period less than one (1) year. No lease or rental agreement to any such tenants or lessees shall be extended or renewed for a shorter period. All leases shall be in writing with a copy thereof provided to the Owners' Association prior to the date of possession. All leases shall not relieve the Owner of the Unit from liabilities and responsibilities to the Association and other Owners as set forth in the Declaration or imposed under the laws of the State of Iowa. Any and all subleases shall be prohibited in all cases.

XXVIII. Owners Association

Westport Owners Association ("Association") was established to maintain all detention/retention ponds per the Stormwater Management Facilities Maintenance Agreement as is required by the City of West Des Moines. The stormwater ponds comprise of two (2) detention ponds, one located behind Brookdale Dr. lots in Plat 1 and one located on Brookdale Dr. between Plat 1 and Plat 3. The retention (wet) pond is located (Outlot Z) behind homes located on Twilight Drive and Westport Drive. The two detention ponds are seeded by Declarant, as well as, around the perimeter of the wet pond. It is the responsibility of the Owners Association to maintain these detention/retention ponds including but not limited to the inlet and outlet structures. It is also the responsibility to maintain such as mowing the perimeter of Outlot Z (wet pond area) as well as the easement area. The detention pond located on Brookdale Dr. between Plat 1 and Plat 3 will also require mowing around the perimeter of the pond

Westport Owners Association also maintains the two (2) fountains located in the wet pond (Outlot Z) which includes annual installations and removal of the fountains, any maintenance to the fountains, as well as the electric to operate. These fountains will be operational from May through September. It will be the responsibility of the Owners Association to determine if these fountains need to be operational for a longer period, but at no time shall they be non-operational for less than five (5) months mentioned above unless the pumps are under maintenance. This determination is based upon year-to-year water quality. The fountains are operational to maintain the health of the pond.

The detention/retention ponds were constructed for the sole purpose of satisfying the Stormwater Management Facilities Maintenance Agreement for all of Westport Development residences. No fishing, swimming, wading, boating or any other recreational activities are allowed.

Ownership of a Lot shall constitute membership in the Association. Each Lot is entitled to one (1) vote in the Association. Westport Development LLC is entitled to all votes in the Association and shall control the Association until it no longer has any interest in any Lot within Westport Plat 1, 2,3, and future Plat 4.

Westport Development LLC may add additional contiguous property to the Association.

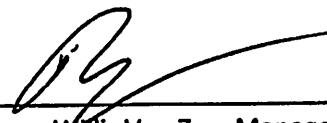
The Association shall bill the cost of maintenance to the Owners of all Lots. Such bills are to be paid within 30 days. The Association shall have a lien for unpaid amounts and any unbilled charges against all Lots until paid.

In addition, the Association may charge a \$50.00 fee to prepare a Certification of Dues for a refinance of a property in the development.

XXVIII. Lot Sale Transfer Fee

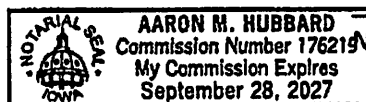
In addition to the annual dues as set forth in the above paragraph the Association may charge a transfer fee for the resale of a home within the development. This fee will not apply to the first owner of the property.

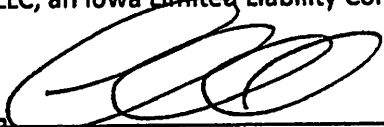
Westport Development LLC

By 
Willis Van Zee, Manager

STATE OF IOWA)
COUNTY OF DALLAS)

On this 31st day of July, 2025, before me, personally appeared Willis Van Zee, Manager of Westport Development LLC, an Iowa Limited Liability Company




Notary Public in and for the State of Iowa