

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

This Declaration is made on this 7<sup>th</sup> day of October, 2020, 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 2 , Recorded Final Plat – Referred to as Exhibit A  
Lots 1 THROUGH 36 INCLUSIVE IN WESTPORT DEVELOPMENT PLAT 2, AN OFFICIAL PLAT,  
WEST DES MOINES, DALLAS COUNTY, IOWA**

WHEREAS, said property is referred to herein as the “Westport Plat 2 Single Family Property”;  
and

WHEREAS, Declarant is desirous of protecting the value and desirability of the Westport Plat 2 Single Family Property.

NOW, THEREFORE, Declarant hereby declares that the Westport Plat 2 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 2 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 2 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 2.
- 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 the Westport Plat 2 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 Development Plat 1 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.

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

- A. One-story dwellings shall have a finished floor above grade as follows:
  - Lots 1-4 minimum 1650 sq ft.
  - Lots 5-13 minimum 2000 sq ft.
  - Lots 14-18 minimum 1900 sq ft.
  - Lots 19-27 minimum 1800 sq ft.
  - Lots 28-36 minimum 1650 sq ft.
  
- B. One and one-half story dwellings shall have a finished floor area above grade as follows:
  - Lots 1-4 minimum 1800 sq ft.
  - Lots 5-13 minimum 2200 sq. ft.
  - Lots 14-18 minimum 2200 sq. ft.
  - Lots 19-27 minimum 2200 sq ft.
  - Lots 28-36 minimum 1800 sq. ft.

- C. Two-story dwellings, including buildings commonly referred to as split-level, shall have a finished floor area above grad as follows:  
Lots 1-4 minimum 2000 sq. ft.  
Lots 5-13 minimum 2600 sq. ft.  
Lots 14-18 minimum 2600 sq. ft.  
Lots 19-27 minimum 2400 sq. ft.  
Lot 28-36 minimum 2000 sq. ft.
- D. In computing total finished area, 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.
- E. In the computation of floor area, the same shall not include any porches, breezeways, decks or attached or built in garages.

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 exterior of structure. All exposed foundation shall be painted to match body of home.

All buildings, structures or improvements of any kind must be completed within twelve (12) 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 front or sides of home.

#### **IV. GARAGES, DRIVEWAYS AND SIDEWALKS**

All dwellings shall have a minimum of 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 running from the 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 responsibility of 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 wood, black vinyl, aluminum, or wrought iron. No 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 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 Development Plat 2. 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 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 that 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, garage or outbuilding unless hidden by a customary and traditional screen of suitable height. However, unscreened trash in proper containers and/or bags shall be allowed to be placed on a Lot outside a dwelling, garage or outbuilding, but no earlier than eighteen (18) hours prior to a scheduled pick up of such trash. Such unscreened trash containers must be returned to the screened area or inside a dwelling, garage within twelve (12) hours following said scheduled pick up of such trash.

#### **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 a 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 Development Plat 1 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, shall more than a total of three dogs and/or cats 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. Must be in 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 2 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 not responsible for water issues arising from improper grading after final plat approval. Lots with drain tiles in rear yard shall be the responsibility of homeowners to keep in good working order and maintained.

#### **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 AND LANDSCAPING**

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 on Twilight Drive must include yard (sod) irrigation. The front yard will also include a minimum of five (5) 5 gallon shrubs, six (6) 2 gallon shrubs or perennials and a minimum of 200 sq ft of mulch, rock or stone. These requirements must be done prior to occupancy of 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: SEVERABILITY.**

**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 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 to supply any topsoil needed to use in building process. Westport Development LLC will not provide any topsoil

#### **XXVI. Owners Association**

Westport Owner's Association ("Association") has been established to take care of detention ponds maintenance as per Stormwater Management Facilities Maintenance Agreement as is required by the City. Detention pond (Outlot 2) perimeter will be seeded by Developer and maintenance such as fertilization and mowing will be the responsibility of the Westport Owners Association.

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 owns any interest in any Lot within Westport Development Plats 1 and 2.

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.

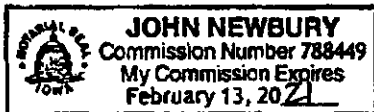
Westport Development LLC

By

  
Willis Van Zee, Manager

STATE OF IOWA       )  
COUNTY OF DALLAS   )

On this 7th day of October, 2020, 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

**BK: 2021 PG: 10091**  
**Recorded: 4/7/2021 at 8:30:21.0 AM**  
**County Recording Fee: \$17.00**  
**Iowa E-Filing Fee: \$3.00**  
**Combined Fee: \$20.00**  
**Revenue Tax:**  
**Chad C. Airhart Recorder**  
**Dallas County, Iowa**

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*Prepared by and Return to:* Aaron M. Hubbard, Hubbard Law Firm, P.C., 2900 100<sup>th</sup> Street, Suite 209, Urbandale, IA 50322; Phone: (515) 222-1700

*Previously Filed Document:* Book 2020; Page 31599

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**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

**THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Amendment")** is made this 6<sup>th</sup> day of April, 2021 (the "Effective Date"), by Westport Development, L.L.C., an Iowa limited liability company ("Owner" and "Declarant"). This Amendment relates to the Declaration of Residential Covenants, Conditions and Restrictions dated October 7, 2020 and recorded November 9, 2020 in Book 2020 Page 31599 in the records of the Recorder of Dallas County, Iowa (the "Declaration").

**WHEREAS**, pursuant to Article XXIII(D) of the Declaration, the Declaration states "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 consent of any other Owner"; and

**WHEREAS**, the Declarant still owns Lots within the Property governed by the Declaration; and

**WHEREAS**, the Declarant now desires to amend the Declaration as set forth below;

**NOW, THEREFORE**, pursuant to the authority described in the Declaration, Declarant hereby takes the following action set forth more fully below to make changes to the Declaration and Amendment(s) previously filed.

The Declaration states as follows regarding Fences:

VI. FENCES

All fences must be constructed of wood, black vinyl, aluminum, or wrought iron. No chain link fences permitted EXCEPT blank vinyl coated chain link fences. [remainder of paragraph to remain the same]

The Declarant hereby amends this provision to state as follows:

All fences must be constructed of black vinyl, aluminum, or wrought iron. No Wood or chain link fences permitted. [remainder of paragraph to remain the same]

The Declaration states as follows regarding Trash Receptacles:

X. Trash Receptacles

No trash receptacles or garbage cans shall be permitted to be placed on a Lot outside a dwelling, garage or outbuilding unless hidden by a customary and traditional screen of suitable height. However, unscreened trash in proper containers and/or bags shall be allowed to be placed on a Lot outside a dwelling, garage or outbuilding, but no earlier than eighteen (18) hours prior to a scheduled pick up of such trash. Such unscreened trash containers must be returned to the screened area or inside a dwelling, garage within twelve (12) hours following said scheduled pick up of such trash.

The Declarant hereby amends this provision to state as follows:

Any and all receptacle screenings must be approved by the Declarant.

THE FOLLOWING PARAGRAPH SHALL BE ADDED TO THE DECLARATION:

XXVII. SOLAR PANELS.

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

No Other Changes. Except as set forth in this Amendment, all other provision set forth in the Declaration remain unchanged and in full force and effect.


**OWNER / DECLARANT**

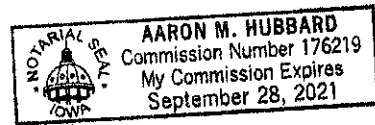
WESTPORT DEVELOPMENT, LLC

By:   
Willis Van Zee, Managing Member

STATE OF Iowa, COUNTY OF Polk:

This record was acknowledged before me this 6<sup>th</sup> day of April, 2021,  
by Willis Van Zee as Managing Member of Westport Development, LLC.

  
\_\_\_\_\_  
Signature of Notary Public



**BK: 2021 PG: 18086**  
**Recorded: 6/18/2021 at 1:31:48.0 PM**  
**County Recording Fee: \$17.00**  
**Iowa E-Filing Fee: \$3.00**  
**Combined Fee: \$20.00**  
**Revenue Tax:**  
**Chad C. Airhart Recorder**  
**Dallas County, Iowa**

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*Prepared by and Return to:* Aaron M. Hubbard, Hubbard Law Firm, P.C., 2900 100<sup>th</sup> Street, Suite 209, Urbandale, IA 50322; Phone: (515) 222-1700

*Previously Filed Document:* Book 2020; Page 31599 and Book 2021; Page 10091

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**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

**THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (the “Amendment”) is made this 10<sup>th</sup> day of June, 2021 (the “Effective Date”), by Westport Development, L.L.C., an Iowa limited liability company (“Owner” and “Declarant”). This Amendment relates to the Declaration of Residential Covenants, Conditions and Restrictions dated October 7, 2020 and recorded November 9, 2020 in Book 2020 Page 31599 and amended April 7, 2021 in Book 2021; Page 10091 in the records of the Recorder of Dallas County, Iowa (the “Declaration”).

**WHEREAS**, pursuant to Article XXIII(D) of the Declaration, the Declaration states “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 consent of any other Owner”; and

**WHEREAS**, the Declarant still owns Lots within the Property governed by the Declaration; and

**WHEREAS**, the Declarant now desires to amend the Declaration as set forth below;

**NOW, THEREFORE**, pursuant to the authority described in the Declaration, Declarant hereby takes the following action set forth more fully below to make changes to the Declaration and Amendment(s) previously filed.

The Original Declaration states as follows regarding Fences:

**VI. FENCES**

All fences must be constructed of wood, black vinyl, aluminum, or wrought iron. No chain link fences permitted EXCEPT blank 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 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.

The Declarant amended this provision in the First Amendment as follows:

All fences must be constructed of black vinyl, aluminum, or wrought iron. No Wood or chain link fences permitted. [remainder of paragraph to remain the same]

THE FOLLOWING SENTENCE SHALL BE ADDED TO PARAGRAPH VI OF THE DECLARATION AS AMENDED:

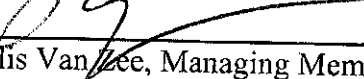
**VI. FENCES:**

If an inground pool is installed on Lots five (5) through twelve (12) in Westport Plat 2, fences may be installed around the perimeter of the pool and are not required to follow property lines.

No Other Changes. Except as set forth in this Amendment, all other provision set forth in the Declaration remain unchanged and in full force and effect.

**OWNER / DECLARANT**

WESTPORT DEVELOPMENT, LLC


By:   
Willis Van Zee, Managing Member



STATE OF Iowa, COUNTY OF Folk :

This record was acknowledged before me this 10<sup>th</sup> day of June, 2021,  
by Willis Van Zee as Managing Member of Westport Development, LLC.



  
\_\_\_\_\_  
Signature of Notary Public

BK: 2021 PG: 25870  
Recorded: 9/2/2021 at 9:33:13.0 AM  
County Recording Fee: \$12.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$15.00  
Revenue Tax:  
Chad C. Airhart Recorder  
Dallas County, Iowa

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*Prepared by and Return to:* Aaron M. Hubbard, Hubbard Law Firm, P.C., 2900 100<sup>th</sup> Street, Suite 209, Urbandale, IA 50322; Phone: (515) 222-1700

*Previously Filed Document:* Book 2020; Page 31599 and Book 2021; Page 10091 and Book 2021; Page 18086

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**THIRD AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

**THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (the "Amendment") is made this 30<sup>th</sup> day of August, 2021 (the "Effective Date"), by Westport Development, L.L.C., an Iowa limited liability company ("Owner" and "Declarant"). This Amendment relates to the Declaration of Residential Covenants, Conditions and Restrictions dated October 7, 2020 and recorded November 9, 2020 in Book 2020 Page 31599 and amended April 7, 2021 in Book 2021; Page 10091 and further amended on June 18, 2021 in Book 2021; Page 18086 in the records of the Recorder of Dallas County, Iowa (the "Declaration").

**WHEREAS**, pursuant to Article XXIII(D) of the Declaration, the Declaration states "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 consent of any other Owner"; and

**WHEREAS**, the Declarant still owns Lots within the Property governed by the Declaration; and

**WHEREAS**, the Declarant now desires to amend the Declaration as set forth below;

**NOW, THEREFORE**, pursuant to the authority described in the Declaration, Declarant hereby takes the following action set forth more fully below to make changes to the Declaration and Amendment(s) previously filed.

THE FOLLOWING SENTENCE SHALL BE ADDED TO PARAGRAPH III OF THE DECLARATION AS AMENDED:

III. BUILDING RESTRICTIONS AND REQUIREMENTS:

F. For lot 19 through lot 27 building plans may be submitted to the Declarant for homes with a square footage under 1800 square feet. These plans will be reviewed by the declarant and approved or denied at the declarant's sole discretion.

THE FOLLOWING SENTENCE SHALL BE ADDED TO PARAGRAPH XX OF THE DECLARATION AS AMENDED:

For lot 19 through lot 27 the sentence "All homes constructed on Twilight Drive must include yard (sod) irrigation" shall be deleted. The requirement for an irrigation system shall still apply to all lots on Twilight Drive other than lot 19 through lot 27.

No Other Changes. Except as set forth in this Amendment, all other provision set forth in the Declaration remain unchanged and in full force and effect.

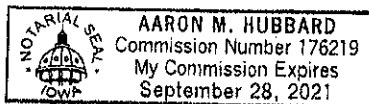
OWNER / DECLARANT


WESTPORT DEVELOPMENT, LLC

By:   
Willis Van Zee, Managing Member

STATE OF Iowa, COUNTY OF Polk:

This record was acknowledged before me this 30 day of August, 2021, by Willis Van Zee as Managing Member of Westport Development, LLC.



  
Signature of Notary Public

BK: 2022 PG: 14802  
Recorded: 6/29/2022 at 8:18:22.0 AM  
County Recording Fee: \$17.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$20.00  
Revenue Tax:  
Chad C. Airhart Recorder  
Dallas County, Iowa

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*Prepared by and Return to:* Aaron M. Hubbard, Hubbard Law Firm, P.C., 2900 100<sup>th</sup> Street, Suite 209, Urbandale, IA 50322; Phone: (515) 222-1700

*Previously Filed Document:* Book 2020; Page 31599 and Book 2021; Page 10091 and Book 2021; Page 18086; Book 2021; Page 25870

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**FOURTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

**THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (the “Amendment”) is made this 28<sup>th</sup> day of June, 2022 (the “Effective Date”), by Westport Development, L.L.C., an Iowa limited liability company (“Owner” and “Declarant”). This Amendment relates to the Declaration of Residential Covenants, Conditions and Restrictions dated October 7, 2020 and recorded November 9, 2020 in Book 2020 Page 31599 and amended April 7, 2021 in Book 2021; Page 10091; amended on June 18, 2021 in Book 2021; Page 18086 and amended August 30, 2021 in Book 2021; Page 25870 in the records of the Recorder of Dallas County, Iowa (the “Declaration”).

**WHEREAS**, pursuant to Article XXIII(D) of the Declaration, the Declaration states “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 consent of any other Owner”; and

**WHEREAS**, the Declarant still owns Lots within the Property governed by the Declaration; and

**WHEREAS**, the Declarant now desires to amend the Declaration as set forth below;

**NOW, THEREFORE**, pursuant to the authority described in the Declaration, Declarant hereby takes the following action set forth more fully below to make changes to the Declaration and Amendment(s) previously filed.

THE FOLLOWING SENTENCE WHICH WAS ADDED IN THE THIRD AMENDMENT TO PARAGRAPH III OF THE DECLARATION AS AMENDED STATES AS FOLLOWS:

III. BUILDING RESTRICTIONS AND REQUIREMENTS:

F. For lot 19 through lot 27 building plans may be submitted to the Declarant for homes with a square footage under 1800 square feet. These plans will be reviewed by the declarant and approved or denied at the declarant's sole discretion.

AND IS AMENDED TO:

III. BUILDING RESTRICTIONS AND REQUIREMENTS:

F. For lot 18 through lot 28 building plans may be submitted to the Declarant for homes with a square footage under 1800 square feet. These plans will be reviewed by the declarant and approved or denied at the declarant's sole discretion.

THE FOLLOWING SENTENCE WHICH WAS ADDED IN THE THIRD AMENDMENT TO PARAGRAPH XX OF THE DECLARATION AS AMENDED STATES AS FOLLOWS:

For lot 19 through lot 27 the sentence "All homes constructed on Twilight Drive must include yard (sod) irrigation" shall be deleted. The requirement for an irrigation system shall still apply to all lots on Twilight Drive other than lot 19 through lot 27.

AND IS AMENDED TO:

For lot 18 through lot 28 the sentence "All homes constructed on Twilight Drive must include yard (sod) irrigation" shall be deleted. The requirement for an irrigation system shall still apply to all lots on Twilight Drive other than lot 18 through lot 28.

THE FOLLOWING PROVISIONS SHALL BE ADDED TO THE DECLARATION AS FOLLOWS:

III BUILDING RESTRICTIONS AND REQUIREMENTS (as new paragraphs after "No decks can be built on front or sides of home.")

Recreational Courts: No tennis courts, pickleball courts and batting cages are allowed on any lot. No basketball courts allowed in 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 the house. Basketball hoops are allowed on swimming pools.

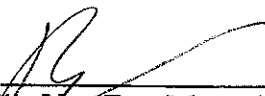
Ramps - No skateboard ramps or bicycle ramps allowed that cannot be disassembled each day and removed.

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

No Other Changes. Except as set forth in this Amendment, all other provision set forth in the Declaration remain unchanged and in full force and effect.

**OWNER / DECLARANT**

WESTPORT DEVELOPMENT, LLC

By:   
\_\_\_\_\_  
Willis Van Zee, Managing Member

STATE OF Iowa, COUNTY OF Polk \_\_\_\_\_:

This record was acknowledged before me this 28th day of June, 2022,  
by Willis Van Zee as Managing Member of Westport Development, LLC.

  
\_\_\_\_\_  
Signature of Notary Public



BK: 2023 PG: 11894  
Recorded: 8/14/2023 at 11:02:47.0 AM  
County Recording Fee: \$12.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$15.00  
Revenue Tax:  
ReNae Arnold, Recorder  
Dallas County, Iowa

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*Prepared by and Return to:* Aaron M. Hubbard, Hubbard Law Firm, P.C., 2900 100<sup>th</sup> Street, Suite 209, Urbandale, IA 50322; Phone: (515) 222-1700

*Previously Filed Document:* Book 2020; Page 31599 and Book 2021; Page 10091 and Book 2021; Page 18086; Book 2021; Page 25870; Book 2022; Page 14802

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**FIFTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

**THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Amendment")** is made this 14 day of August, 2023 (the "Effective Date"), by Westport Development, L.L.C., an Iowa limited liability company ("Owner" and "Declarant"). This Amendment relates to the Declaration of Residential Covenants, Conditions and Restrictions dated October 7, 2020 and recorded November 9, 2020 in Book 2020 Page 31599 and amended April 7, 2021 in Book 2021; Page 10091; amended on June 18, 2021 in Book 2021; Page 18086 and amended August 30, 2021 in Book 2021; Page 25870 and amended June 28, 2022 in Book 2022; Page 14802 in the records of the Recorder of Dallas County, Iowa (the "Declaration").

**WHEREAS**, pursuant to Article XXIII(D) of the Declaration, the Declaration states "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 consent of any other Owner"; and

**WHEREAS**, the Declarant still owns Lots within the Property governed by the Declaration; and

**WHEREAS**, the Declarant now desires to amend the Declaration as set forth below;

**NOW, THEREFORE**, pursuant to the authority described in the Declaration, Declarant hereby takes the following action set forth more fully below to make changes to the Declaration and Amendment(s) previously filed.

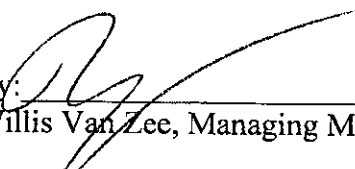
THE FOLLOWING PARAGRAPH SHALL BE ADDED TO THE DECLARATION:

XXVIII. RESTRICTIONS ON RENTALS. In order 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 of time less than one (1) year, and no lease or rental agreement to any such tenants or lessees shall be extended or renewed for a shorter period of time. 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.

No Other Changes. Except as set forth in this Amendment, all other provision set forth in the Declaration remain unchanged and in full force and effect.

**OWNER / DECLARANT**


WESTPORT DEVELOPMENT, LLC

By:   
Willis Van Zee, Managing Member

STATE OF IA, COUNTY OF Polk :

This record was acknowledged before me this 14 day of August, 2023,  
by Willis Van Zee as Managing Member of Westport Development, LLC. )



  
Signature of Notary Public