

Prepared by and return to: James E. Nervig, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 515-274-1450

RULES AND REGULATIONS FOR WEST COVE TOWNHOMES

(Adopted on August 13, 2020 by West Cove Townhomes Association)

WHEREAS, West Cove Townhomes was established pursuant to the Declaration of Covenants, Conditions and Restrictions for West Cove Townhomes, filed of record in the office of the Recorder of Polk County, Iowa, on June 21, 1988, in Book 5887 Page 407.

WHEREAS, West Cove Townhomes includes certain property (the “Properties”) in West Des Moines, Polk County, Iowa, which is more particularly described as:

Lots 1 through 84, both inclusive, and Lots X, Y and Z in WEST COVE, an Official Plat, West Des Moines, Iowa.

WHEREAS, the West Cove Townhomes Association (the “Association”) was established pursuant to Article I, Section 1 of the said Declaration.

WHEREAS, pursuant to Article XIV, Section 16 of the said Declaration, the Association has the authority to adopt rules and regulations governing the use of Lots, the Common Area and the Association Responsibility Elements, and such rules and regulations shall be observed and obeyed by the Owners, their guests, lessees, assigns and licensees.

NOW, THEREFORE, the Association has adopted the following Rules and Regulations applicable to the use of the Properties.

Section 1. Scope of These Rules and Regulations. All of the Properties described above shall be held, sold and conveyed subject to the following rules and regulations, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any rights, title, or interest in any of the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Section 2. Architectural Control. No building, fence, wall or other structure, except as originally constructed by or on behalf of Declarant or Original Builder, shall be commenced, erected, altered or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein, other than by the Board of Directors, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Any change in the appearance or the color of any part of the exterior of a residence (including, but not limited to, changes in appearance or color resulting from replacement of patio doors, windows, garage doors and decks) shall be deemed a change thereto and shall require the approval therefore as above provided.

Section 3. Signs. No signs of any nature, kind or description shall be erected, placed or maintained on any Lot which identify, advertise or in any way described the existence or conduct of a home occupation.

Section 4. Home Occupations. No home occupation shall be conducted or maintained on any Lot other than one which is incidental to a business, profession or occupation of the Owner or occupant of any such Lot and which is generally or regularly conducted in another location away from such Lot, provided the same is permitted under the ordinances of the City of West Des Moines.

Section 5. Restriction on Rental. In order to protect the integrity of this development and to insure that those persons residing therein have similar proprietary interests in their Lots and Living Units, no Lot and Living Unit located therein shall be leased or rented to any person not having Ownership interest therein, unless and until the Unit has been occupied for a period of three (3) years by the Owner or Owners thereof. Thereafter, no Lot and Living Unit located thereon shall be leased or rented for a period of time of less than one (1) year and no longer than two (2) years, and no lease or rental agreement to any such Tenants or Lessees shall be extended or renewed for a shorter period of time. No Owner shall lease/rent his/her Living Unit more than one (1) time during his/her Ownership. Any Owner who leases/rents his/her Living Unit must submit to the Board new contact information for the Owner, contact information for the Tenant, a copy of the lease/rental agreement including start and end dates of the agreement, and a copy of the rental registration with the City of West Des Moines, Iowa. Owners in violation of this section will be assessed no less than twenty dollars (\$20.00) per day until the violation is remedied and per approval by the Board. The Board shall not discriminate on the basis of race, color, sex, national

origin, sexual orientation, religion, age, military status or disability when exercising their discretion, nor will they make any decision based on the personal characteristics of any Tenant.

Section 6. Subjection of the Properties to Certain Regulations.

(a) No Lot shall be used for any purpose other than for single-family residential purposes.

(b) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs and cats weighing less than twenty-five (25) pounds at full growth may be kept, provided that they are not kept, bred or maintained for any commercial purposes. The Association may, by rules and regulations, prohibit or further limit the raising breeding or keeping on any Lot, front lot or rear lot, of any pet. Individual units may not keep or possess more than a combined total of two pets at a time, such that one may possess no more than two cats, two dogs, or one of each. Any person owning or keeping a pet dog or cat shall be responsible for and shall at all times clean up any waste or excrement from such pets on the Common Area. Failure to do so in a prompt or responsible manner shall result in a fine or special assessment by the Association of \$100.00 per offense against such unit.

(c) No noxious or offensive activities not involving the maintenance of Lots or Common Area shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood; nor shall any Lot be used for any unlawful purpose. No Owner shall cause or suffer or harbor the source of any noise or activity which disturbs the peace, comfort and quiet enjoyment of other Owners or those claiming under or through other Owners.

(d) The Owner of each Lot shall keep the same free of weeds and debris.

(e) All trash receptacles and garbage cans shall be stored in the garages on each Lot. This restriction shall not preclude the placement of waste/recycling containers outside of such area on

a temporary basis, if required by governmental regulation or terms of contract with a commercial waste collector. All receptacles must be removed from Common Areas and restored in the garage within twenty-four (24) hours of scheduled pickup by the commercial waste collector. Failure to do so in a prompt or responsible manner shall result in a fine or special assessment by the Association of \$100.00 per offense against the Unit.

(f) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any Lot or the Common Area at any time as a residence, either temporarily or permanently.

(g) No tower or antennae shall be placed upon any Lot or upon the roof of any Living Unit, except a satellite dish meeting the following requirements:

(1) Prior to installing a satellite dish on a Unit, the Owner of the Unit for which the satellite dish is to be installed must (i) submit a written request to the Association at least ten (10) business days prior to installation of the satellite dish; (ii) provide proof of installation by a certified installer; and (iii) sign a satellite waiver and provide proof of insurance on the satellite dish BEFORE the installation.

(2) Only a certified installer may install a satellite dish. This person must contact the Property Management company BEFORE installing the satellite dish to discuss the installation procedures and must follow the property manager's instructions for installation.

(3) Satellite cable installation cannot be inserted into outside siding and cannot be installed on the outside of a building, siding or casement window. The Owner is responsible for all damages to Common Areas or other Lots during the installation, operation or removal of the satellite dish. Repairs to the Unit required due to installation or improper installation must meet Association approval.

(4) Satellite dishes cannot exceed thirty-two (32) inches in diameter, and the color of the dish must blend with the building.

(5) Satellite dishes are not allowed on patios, landscaping, or lawn care areas.

(6) Installed satellite dishes cannot encroach upon adjacent Units.

(7) The Association will not incur any expense connected with the installation, maintenance or replacement of any satellite dish, including, but not limited to, legal expenses incurred in the enforcement of the above regulations.

(8) Failure to meet any of the above regulations will result in the removal of the satellite dish at the Owner's expense.

(9) Any exceptions to any of the above regulations must be approved by the Association.

(h) No personal property shall be stored or left upon a Lot except within the residential structure or garage located upon the Lot. Garage doors shall be kept closed except during times of access to the garage.

(i) Nothing shall be altered in, constructed in or removed from the Common Area, except upon written consent of the Board of Directors of the Association, which may be given through regulations of the Association.

(j) No boat, snowmobile, recreational vehicle, trailer or other vehicle other than automobiles shall be stored or parked in any driveway or street. The Association may, by regulation or rule, limit or prohibit the parking of automobiles on any driveway. In the event of violation of this provision, the Association may, after reasonable notice, remove such boat, snowmobile, recreational vehicle, trailer or other vehicle.

(k) No activity shall be allowed which unduly interferes with the peaceful possession and use of the property by the Owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed.

Section 7. Right of Enforcement. In the event of a violation or threatened violation of any of these Rules and Regulations, the Association, and the persons in ownership from time to time of the Lots and all parties claiming under them, shall have the right to enforce these Rules and Regulations, and pursue any and all remedies, at law or in equity, available under applicable Iowa law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof to the fullest extent allowed by law.

Section 8. Conflict with Declaration. These Rules and Regulations are not intended to restrict or limit any other provision of the Declaration and any amendments thereto. However, in the event of any conflict between any of the provisions of the Declaration and the provisions these Rules and Regulations, the provisions of the Declaration shall control.

Section 9. Partial Invalidity. The invalidation of any one of the provisions set forth in these Rules and Regulations by any court of competent jurisdiction shall, in no way, affect any other provisions of these Rules and Regulations.

WEST COVE TOWNHOMES ASSOCIATION

By: LARRY LEWIS, President

By: Jessie Maurer, Secretary

CERTIFICATION

We, Larry Lewis & Jessie Maurer, hereby state that we are respectively the President and Secretary of West Cove Townhomes Association. We hereby certify that the Rules and Regulations set forth in this instrument have been approved by a majority of the membership of the Association.

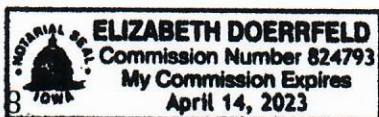
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By: LARRY LEWIS, President

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STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on August 13, 2020, by Larry Lewis and Jessie Maurer President and Secretary respectively of West Cove Townhomes Association.



[Signature]