



## Resale Contract Offer Review Checklist

File Number: TRG-649-946

Property Address: 11023 Brookdale Drive, West Des Moines, IA 50266

Sales Price: \$ \_\_\_\_\_

Earnest Money\*: \$ \_\_\_\_\_

**\*copy of check must be included with offer checklist**

Contract Closing Date: \_\_\_\_\_

Possession Date: \_\_\_\_\_

Does the Seller show as TRC Global Mobility, Inc.?  YES  NO

Does the personal property being conveyed match the MLS?  YES  NO. *If "no", please explain:* \_\_\_\_\_

### Contingencies

(If not applicable, please indicate by N/A)

Buyer(s) Financing:      Loan Type: \_\_\_\_\_      Expiration Date: \_\_\_\_\_

**\*\*BUYER'S MORTGAGE PRE-APPROVAL LETTER MUST BE INCLUDED WITH OFFER REVIEW CHECKLIST\*\***

*If the buyer has not already obtained a pre-approval letter, they may contact any of TRC Global Mobility's mortgage partners to meet pre-approval requirement. (See TRC's Mortgage Provider promotional documentation previously provided)*

**Buyer(s) property inspections:** (inspection type, contingency expiration date, circle seller/ buyer cost)

Type: _____	Exp. Date: _____	BUYER/SELLER
Type: _____	Exp. Date: _____	BUYER/SELLER
Type: _____	Exp. Date: _____	BUYER/SELLER

**Other contingencies:** (please indicate if the resale contract offer is subject to any other contingency(s))

Buyer's closing of other property:  YES  NO Exp. Date: \_\_\_\_\_

Other: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Other: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

### Seller Paid Concessions

Closing Costs: \$ \_\_\_\_\_ Home Warranty: \$ \_\_\_\_\_

Other (type): \_\_\_\_\_ Other (\$): \_\_\_\_\_

Other (type): \_\_\_\_\_ Other (\$): \_\_\_\_\_

Other (type): \_\_\_\_\_ Other (\$): \_\_\_\_\_

### Required Documents

**\*\*The following documentation must be submitted with offer for review. If documents are not included, offer review process will not be completed\*\***

Buyer signed/initialed TRC Global Mobility Inc.'s Relocation Addendum to Sales Contract included?  YES  NO

Buyer signed/initialed TRC Global Mobility Inc.'s Property Condition Disclosure Report included?  YES  NO

Buyer signed/initialed additional Property Inspections noted on Relocation Addendum included?  YES  NO

Buyer(s) Earnest Money check included?  YES  NO

Buyer(s) mortgage pre-approval included?  YES  NO

**OFFER SUBMITTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Signature

# Relocation Property Disclosure Statement / Seller's Condition Report

Property Address: 11023 Brookdale Drive, West Des Moines, IA 50266

Owner of Record: Allen Tracy

Approximate Age of Property: 5 yrs  
Date Purchased: 2022-08-09  
Approximate Lot Size: .44 acres

## **Personal Property Inclusions & Exclusions:**

Check **N/A** if not present on property, **Yes** if included with property, and **No** if excluded from the sale. (Be sure items included are consistent with listing agreement.)

Property	Selection	Condition / Age
OVEN AND RANGE	YES	great/5
VENT FANS	YES	great/5
REFRIGERATOR	YES	great/5
MICROWAVE	YES	great/5
DISHWASHER	YES	great/5
WASHING MACHINE	YES	great/5
CLOTHES DRYER	YES	great/5
DISPOSAL	YES	great/5
TRASH COMPACTOR	NO	
CEILING FAN(S)	YES	great/5
FIREPLACE EQUIPMENT	NO	
FIREPLACE INSERT	YES	great/5
WOOD BURNING STOVE	NO	
INCINERATOR	NO	
SOLAR EQUIPMENT	NO	

Property	Selection	Condition / Age
WATER SOFTENER	NO	
WATER HEATER	YES	great/5
GARAGE DOOR OPENER	YES	great/5
WINDOW AC UNITS	NO	
POOL	NO	
POOL EQUIPMENT	NO	
HUMIDIFIER	YES	great/5
SMOKE ALARMS	YES	great/5
SUMP PUMP(S)	YES	great/5
ATTACHED ANTENNA	NO	
STORM WINDOWS	NO	
SCREENS	YES	great/5
WINDOW TREATMENT(S)	YES	great/5
OTHER	NO	

**House Systems:** Are you aware of any problems affecting the following?

Electrical:	NO	Siding/Gutters:	NO
Air conditioning/cooling system:	NO	Windows:	NO
Plumbing:	YES	Sewer:	NO
Heating:	NO	Pool/Hot Tubs/Spa:	NO
Sump pump:	NO	Chimney/Fireplace:	NO
Appliances:	NO	Water Heater:	NO
Floors:	NO	Roof:	NO
Water System/Well:	NO	Other: _____	
Sprinkler System:	NO	Other: _____	

**If you answered “Yes” to any of the above, please provide additional detail:**

Dishwasher drain line was installed incorrectly, but neither we, nor the previous owners have had any issues.

**Roof/Siding:**

Approximate age of Roof: 5 Years

What type of siding do you have? Other

If other, please specify Fiber Cement

Has the roof ever leaked during your ownership? NO

Has the roof been replaced or repaired during your ownership? NO

**If you answered "Yes" to any of the above, please provide additional detail:**

N/A

**Land/Foundation:** Are you aware of any of the following?

Property located on filled or expansive soil?	NO
Sliding, settling, earth movement, upheaval or earth stability problems occurred on your property or in the immediate neighborhood?	YES
Defects or problems relating to the foundation/basement?	NO
Water or dampness condition ever existed in your basement/crawlspace?	NO
Is this property located in a flood plain zone?	NO
Has the property ever had drainage or flooding problem?	NO
Have any properties in the immediate neighborhood ever had drainage or flooding problem?	NO

**If you answered "Yes" to any of the above, please provide additional detail:**

Normal house settling.

**Water/Sewer:**

What type of sewer system do you have?	Municipal/public
<hr/>	
If other sewer system, please specify	
<hr/>	
Are you aware of any problems relating to the sewer system?	NO
<hr/>	
What type of water system do you have?	Municipal/public
<hr/>	
If other water system, please specify	
<hr/>	
Are you aware of any problems relating to the water system?	NO
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**If you answered "Yes" to any of the above, please provide additional detail:**

N/A

**Additions/Remodels:**

Any structural additions, changes, or repairs made to the property by former owners without obtaining all necessary permits and municipal approvals?	NO
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Have you made any structural additions, changes or repairs to the property without obtaining all necessary permits and municipal approvals?	NO
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**If you answered "Yes" to any of the above, please provide additional detail:**

N/A





**Homeowner Association Dues/Private Transfer Fees:**

Is the property subject to rules and regulations of any homeowner's association? YES

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Are there any problems relating to any common area? NO

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Are there any conditions which may result in an increase in taxes or assessments? NO

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Are there any pending or threatened claims or lawsuits against the Homeowners Association? NO

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Are there any known development covenants requiring "private transfer fees" to be paid? NO

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**If you answered "Yes" to any of the above, please provide additional detail:**

There is a \$150 yearly HOA fee

**Miscellaneous:**

Does the property now contain or has it ever contained any toxic substances, asbestos or lead paint? NO

If Yes, where?

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Does the property now contain or has it ever contained any underground tanks? NO

If Yes, where?

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Are there any violations of local, state or federal government laws or regulations relating to this property? NO

If Yes, what?

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Have any wood destroying organism pest reports on the property been prepared in the last five years? NO

Are there any encroachments, boundary line disputes, or unrecorded easements relating to this property? NO

Are there any existing or threatened legal actions affecting this property? NO

If Yes, what?

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Are there any past or present problems with driveways, walkways, patio, seawalls, fences, retaining walls, party walls on the property or adjacent properties? NO

Is the property located on an earthquake fault? (No explanation required) NO

Are there any bonds or assessments affecting this property? NO

Is the property equipped with an operable smoke detector? (No explanation required) YES

Are any of the property's systems (alarm, water softener, solar panels, hot water tank) leased or rented? NO

**If "Yes", are the lease/rental agreements transferrable\*? Please explain below**  
**\*Please provide lease/rental agreements for items that will be part of the sale.**

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## **Miscellaneous Continued**

Have there been any significant repairs made to the property or to any of its systems or components within the last five years? (If "Yes", please describe below) NO

Is the property located next to or in close proximity of a dump, junk yard or toxic disposal site? NO

Has the property been tested for radon gas? YES

Are you aware of a fire occurring in any location of the property? NO

If "Yes", please explain:

Are you aware of the existence of MOLD in any location of the property? NO

If "Yes", where?

Do you know of any other facts, conditions, circumstances which may affect the value, beneficial use or desirability of this property? NO

**If you answered "Yes" to any of the above, please provide additional detail:**

Property was tested for radon at purchase 8/9/22

## **Reports:**

Please attach copies of all existing reports and documents relating to this property including:

- Surveys
- Structural inspection report
- Building permits
- Sewer/Septic maintenance reports
- Soil report
- Termite/Pest Control and warranties or maintenance contracts
- Radon inspection Report
- Lease agreements for rented items

**IN CONNECTION WITH MY/OUR RELOCATION, I/WE MAKE THE FOLLOWING DISCLOSURES TO THE BEST OF MY/OUR KNOWLEDGE REGARDING MY/OUR PROPERTY WITH THE KNOWLEDGE THAT EVEN THOUGH THIS IS NOT A WARRANTY, PROSPECTIVE BUYERS MAY RELY ON THIS INFORMATION IN DECIDING WHETHER OR ON WHAT TERMS TO PURCHASE THE PROPERTY. I/WE HAVE NO NOTICE OR KNOWLEDGE OF ANY ADDITIONAL DEFECT OR PROBLEM WITH THE PROPERTY THAT HAS NOT BEEN SET FORTH HEREIN. I/WE FURTHER UNDERSTAND THAT AN OFFER TO PURCHASE WILL NOT BE MADE UNTIL THIS DISCLOSURE IS COMPLETED.**

**Owner of Record Acknowledgment:**

*Allen Tracy*

2024-12-18

Allen Tracy

Date

*Dana Tracy*

12 / 19 / 2024

Dana Tracy

Date

The undersigned Purchaser(s) of this property acknowledge that the Seller, and/or its nominee, is a third party company and has never occupied the property. Any knowledge of the property is based solely on any Disclosure Statements received and any inspection reports received and provided to Purchaser(s). Seller, and/or its nominee, makes no representations or warranties, express or implied, with regard to this property. Purchaser(s) are aware they may request home inspections, per the terms of Seller's, and/or its nominee, Relocation Addendum. Purchaser(s) acknowledge reading the above information.

Buyer

Date

Buyer

Date

TRC Global Mobility, Inc.

Date

# Signature Certificate

Reference number: C7YGQ-RV5RB-WFCCI-5NYRK

## Signer

## Timestamp

## Signature

### Allen Tracy

Email: allen.tracy@abcsupply.com

Sent: 19 Dec 2024 00:58:35 UTC  
Viewed: 19 Dec 2024 00:58:47 UTC  
Signed: 19 Dec 2024 13:14:59 UTC



### Recipient Verification:

✓ Email verified 19 Dec 2024 00:58:47 UTC

IP address: 67.55.172.60  
Location: West Des Moines, United States

### Dana Tracy

Email: no-reply@morrealeres.com

Sent: 19 Dec 2024 00:58:35 UTC  
Viewed: 19 Dec 2024 13:15:26 UTC  
Signed: 19 Dec 2024 13:15:49 UTC



### Recipient Verification:

✓ Email verified 19 Dec 2024 13:15:26 UTC

IP address: 67.55.172.60  
Location: West Des Moines, United States

Document completed by all parties on:

19 Dec 2024 13:15:49 UTC

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### Signed with PandaDoc

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## RELOCATION ADDENDUM TO SALES CONTRACT

This Addendum is attached and made part of the Sales Contract between TRC Global Mobility, Inc. (hereinafter referred to as "Seller") and, \_\_\_\_\_ (hereinafter referred to as "Consumer/Buyer") for the property commonly known as: 11023 Brookdale Drive, West Des Moines, IA 50266

**1. Offer and Pre-approval** \_\_\_\_\_ The Sales Contract cannot be executed by Seller unless accompanied by a pre-approval lender letter confirming the Consumer/Buyer's ability to obtain financing sufficient to close the sale. No Sales Contract will be deemed effective unless executed in writing by the Seller. Any offer or counter offer communicated or executed by a real estate broker or agent on behalf of Seller shall not be binding on Seller until confirmed in writing by authorized representative of Seller. In the event Consumer/Buyer's financing is denied, Consumer/Buyer shall provide a written letter from Consumer/Buyer's lender to support any request to terminate the Sales Contract. In the event Consumer/Buyers are unable to obtain financing with the lender of their choosing, the Seller reserves the right to pursue financing through Seller's chosen lender. In the event Seller is able to secure Consumer/Buyers' financing upon terms and conditions comparable to those identified in the Sales Contract, Consumer/Buyers agree to close as provided in the Sales Contract. Consumer/Buyers agree to cooperate fully with any such financing.

**2. Earnest Money** \_\_\_\_\_ It is agreed and understood that the Consumer/Buyer's earnest money deposit shall be made payable to the listing agency or other entity as mutually agreed upon by both Consumer/Buyer and Seller. In case of default of the Sales Contract by Consumer/Buyer, it is expressly agreed that the earnest money deposit herein shall be paid to Seller as liquidated damages, and the contract shall be considered terminated. In the event of Seller's default, Consumer/Buyer's sole remedy shall be the right to the return of Consumer/Buyer's earnest money deposit and the contract shall be considered terminated.

**3. Time of the Essence** \_\_\_\_\_ Consumer/Buyer and Seller agree that time is of the essence and Seller is not obligated to grant any extensions without prior written agreement.

**4. Inspections** \_\_\_\_\_ The Consumer/Buyer acknowledges that the decision to purchase is based solely upon the Consumer/Buyer's analysis of the property. Select one of the following by initialing the appropriate choice:

\_\_\_\_\_ Consumer/Buyer waives the right to obtain any additional inspection at Consumer/Buyer's expense and agrees to hold Seller, its employees and agents, harmless from any subsequent consequences, which may result from Consumer/Buyer's election not to secure such additional inspections. Consumer/Buyer is advised that investigating the condition of the subject matter in a real estate purchase is always recommended.

\_\_\_\_\_ Consumer/Buyer and Seller agree that the Contract of Sale is contingent upon the following inspections to be completed at Consumer/Buyer's expense within ten (10) business days of acceptance:

**(List Consumer/Buyer Inspections here)**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Within the inspection timeframe noted above, Consumer/Buyer shall, in writing, notify Seller of acceptance of the property's condition, or, accompanied by a copy of the inspection report(s), notify Seller of required repairs. Seller shall respond to Consumer/Buyer's proposal within three (3) business days of receipt. Seller reserves the right to accept, reject or counter the Consumer/Buyer's request. Extending the inspections and repair contingency period shall be upon mutual written consent of both parties. Any additional inspections are solely at Consumer/Buyer or lender direction to satisfy their concerns as to the condition of the property.

**5. Hold Harmless Agreements and Credits** In the event Seller agrees to provide Consumer/Buyer with any closing credit, in lieu of any repair or condition issues raised by the Consumer/Buyer through the Inspection Period noted above, Consumer/Buyer agrees that he or she shall sign a Hold Harmless Agreement releasing the Seller, prior owners of record, and Seller's agents and representatives from any liability related to the condition of the property. Consumer/Buyer further acknowledges that any closing credit must appear on the Closing Disclosure/Settlement Statement in order to be provided to the Consumer/Buyer, and it is Consumer/Buyer's responsibility to obtain any authorization as may be required by Consumer/Buyer's lender to allow for any credit to appear. Seller will take no action that is not in compliance with RESPA/TRID rules and regulations.

**6. Disclosures** Consumer/Buyer acknowledges that Seller is a third party relocation firm assisting the former owner in the sale of this property. The former owner executed the Homeowner Property Disclosure and Consumer/Buyer understands that neither Seller, nor any of its officers or employees, has ever been in actual possession of the property. These reports do not constitute a representation of the Seller or Seller's agent(s) of the structural or physical condition of the property. Consumer/Buyer must satisfy himself with such property condition in accordance with the terms of the sale contract.

By signing below, Consumer/Buyer acknowledges receipt of these reports. Such acknowledgement does not waive the Consumer/Buyer's right to have his own property condition inspections performed.

The following Disclosures and/or Inspection Reports are provided for Consumer/Buyer's review. Consumer/Buyer's signature below confirms receipt and acceptance of Seller's full disclosure.

Seller's Real Estate Condition Report  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Buyer acknowledges that certain inspection reports may be in process and are indicated above as PENDING. Said pending inspection reports will be delivered to Buyer as soon as they are made available. By signing below, Buyer agrees that additional inspection reports provided to Buyer after Buyer's acknowledgement will not be a condition of closing. **Such acknowledgement does not waive the Buyer's right to have his own property condition inspections performed.**

**7. Personal Property** Seller makes no warranty regarding any personal property not commonly considered part of the Real Property including, but not limited to: free-standing hot tubs, above-ground swimming pools, appliances or other equipment. These are sold in "as is" condition as of the date of sale.



**8. Warranties** The property is purchased in "AS IS" condition, as of the day of closing. The Consumer/Buyer acknowledges that neither Seller, nor any of its employees or agents has ever occupied the property. Seller makes no warranties, either implied or direct, as to the condition of the property or any material defects therein. Seller does not have knowledge of any existing conditions or inspections which pertain specifically to the property other than those revealed on the Homeowner Disclosure Statement and certain inspection report(s) obtained by Seller or Seller's representative. Said inspection report(s) are being provided to the Consumer/Buyer for Consumer/Buyer's information only and become a part of the Sales Contract to which this Addendum is attached. Seller has not tested and makes no warranties, implied or direct, as to the Indoor Air Quality of the property, except as noted above in disclosures.

**9. Prorations** Tax pro-rations and assessments, if any, shall be based upon the last actual Tax Bill of record. Consumer/Buyer and Seller agree that no further adjustments will be made after the date of closing. Consumer/Buyer agrees and is hereby on notice that any statements of taxes due and payable after the day of closing are the responsibility of the Consumer/Buyer. Consumer/Buyer agrees to credit Seller for any fuel oil remaining, if any, based on a fuel oil reading by a fuel oil company. Any confirmed and levied special assessments, whether governmental or association based, or special service area fees, shall be prorated and paid current through the time of closing only. There will be no prorations provided for future unconfirmed or impending special assessments or special service area fees, as of the date of closing. Settlement shall be final and this provision shall survive delivery of the deed.

**10. Home Warranty**

Not to be included in Sales Contract.

To be included in the terms of the Sales Contract the offer of a Homeowner Warranty at Seller's expense through:

\_\_\_\_\_.  
The Warranty is effective for one year from the day of closing. The Homeowner Warranty offer is void unless ordered by Seller.

**11. Title and Closing** TRC Global Mobility, Inc. will not provide a policy of title insurance to Consumer/Buyer at Seller's expense unless the subject property is in a jurisdiction where it is customary for a Seller of residential property to do so and, in that event, TRC Global Mobility, Inc. reserves the right to select the title insurer/agent. Notwithstanding the foregoing, Consumer/Buyer acknowledges that Consumer/Buyer is not required to purchase settlement services, including title insurance, from any particular company as a condition of sale. TRC Global Mobility, Inc. has already completed preliminary title work on the subject property. The local closing office will be assigned by Morreale Real Estate Services, Inc. Please contact Morreale Real Estate Services, Inc. directly at 630-545-5300 for local closing office information. In the event Consumer/Buyer's Lender requires the use of a different title or settlement company that was not previously assigned by Morreale Real Estate Services, Inc., Seller will agree to use said company provided that Seller will not be responsible for any additional or duplicate title or closing fees.

Closing Office: Vollertsen Britt & Gorsline P.C.  
5119 Utica Ridge Road  
Davenport, IA 52807  
(563) 324-0441

**12. Preliminary Walk-Through Inspection Prior to Closing** Consumer/Buyer is advised to do a preliminary walk-through of the property 7-10 days prior to closing. A final walk-through immediately prior to closing may be done to confirm that any issues raised as a result of preliminary walk-through have been addressed. Consumer/Buyer is aware that walk-through issues will NOT be addressed at the time of closing. This policy is to insure compliance with all Consumer Disclosure requirements (effective or not) in Seller's efforts to avoid any closing delays.

**13. Possession** \_\_\_\_\_ Possession shall be given to Buyer at closing. Buyer may not alter the Property, store anything on/in the Property, occupy, or otherwise use the Property prior to closing.

**14. Consumer Disclosure Closing Delays** \_\_\_\_\_ Seller will not be responsible for any expenses incurred by Consumer/Buyer as a result of any delay in the closing as a result of lender required Closing Disclosure delays, including but not limited to interim temporary housing, moving and storage fees, mortgage financing fees, etc.

**15. General Provisions** \_\_\_\_\_

- If any provisions of the Addendum conflict in whole or in part with the terms of the Sales Contract, the provisions of the Addendum shall control.
- The Sales Contract is contingent upon Seller becoming contractual owner of the subject property prior to closing.
- Any contract provisions related to mediation, arbitration, specific performance or other remedies in law or in equity shall be deemed stricken.
- Seller does not participate in 1031 exchange transactions.
- Consumer/Buyer and Seller both agree that electronic signatures are the legal equivalent of manual signatures on the Sales Contract and Addendum.

**Consumer/Buyer:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

**Seller:**

\_\_\_\_\_  
Signature Date



# SELLER DISCLOSURE OF PROPERTY CONDITION

(To be delivered prior to buyer making Offer to Buy Real Estate)

### Property Owner(s) & Address:

11023 Brookdale Drive, West Des Moines IA 50263

Alan + Dana Tracy

**Purpose of Disclosure:** Completion of Section I this form is required under Chapter 558A of the Iowa code which mandates the Seller(s) disclose condition and information about the property, unless exempt:

**Exempt Properties:** Properties exempted from the Seller's disclosure requirement include (IA Code 558A): Bare ground; property containing 5 or more dwellings units; court ordered transfers; transfers by a power of attorney; foreclosures; lenders selling foreclosed properties; fiduciaries in the course of an administration of an decedent's estate, guardianship, conservatorship, or trust; between joint tenants, or tenants in common; to or from any governmental division; quit claim deeds; intra family transfers; between divorcing spouses; commercial or agricultural property which has no dwellings.

Seller(s) certifies that the property is exempt from the requirement(s) of Iowa Code 558A because one of the above exemptions apply. If so, you may stop here.

Seller _____	Date _____	Seller _____	Date _____
Buyer _____	Date _____	Buyer _____	Date _____

**Instructions to the Seller:** (1) Complete this form yourself. (2) Report known conditions materially affecting the property and utilize ordinary care in obtaining the information. (3) Provide information in good faith and make a reasonable effort to ascertain the required information. (4) Additional pages or reports may be attached. (5) If some items do not apply to your property, write "NA" (not applicable). (6) All approximations must be identified "AP". If you do not know the facts, write or check UNKNOWN. (7) Keep a copy of this statement.

**Seller's Disclosure Statement:** Seller discloses the following information regarding the property and certifies this information is true and accurate to the best of my/our knowledge as of the date signed. Seller authorizes Agent to provide a copy of this statement to any person or entity in connection with actual or anticipated sale of the property or as otherwise provided by law. This statement shall not be a warranty of any kind by Seller or Seller's Agent and shall not be intended as a substitute for any inspection or warranty the purchaser may wish to obtain. The following are representations made by Seller and are not by any Agent acting on behalf of the Seller. The Agent has no independent knowledge of the condition of the property except that which is written on this form. Seller advises Buyer to obtain independent inspections relevant to \_\_\_\_\_

Seller initials AT DT Buyer initials

## I. Property Conditions, Improvements and Additional Information: (Section I is Mandatory)

1. **Basement/Foundation:** Has there been known water or other problems? Yes  No  Unknown  If yes, please explain: \_\_\_\_\_
2. **Roof:** Any known problems? Yes  No  Unknown  Type \_\_\_\_\_  
Unknown  Date of repairs/replacement \_\_\_\_\_ Unknown   
Describe: \_\_\_\_\_
3. **Well and pump:** Any known problems? Yes  No  Unknown  Type of well (depth/diameter), age and date of repair: \_\_\_\_\_ Has the water been tested? Yes  No  Unknown   
If yes, date of last report/results: \_\_\_\_\_
4. **Septic tanks/drain fields:** Any known problems? Yes  No  Unknown  Location of tank \_\_\_\_\_  
Unknown  Age \_\_\_\_\_ Unknown   
Has the system been inspected within 2 years or pumped/cleaned within 3 years?  
Yes  No  UNK  Date of inspection \_\_\_\_\_ UNK  Date tank last cleaned/pumped \_\_\_\_\_ UNK

- 5. Sewer: Any known problems? Yes  No  Any known repairs/replacement? Yes  No   
Date of repairs \_\_\_\_\_
  - 6. Heating system(s): Any known problems? Yes  No  Any known repairs/replacement? Yes  No   
Date of repairs \_\_\_\_\_
  - 7. Central Cooling system(s): Any known problems? Yes  No  Any known repairs/replacement? Yes  No   
Date of repairs \_\_\_\_\_
  - 8. Plumbing system(s): Any known problems? Yes  No  Any known repairs/replacement? Yes  No   
Date of repairs \_\_\_\_\_
  - 9. Electrical system(s): Any known problems? Yes  No  Any known repairs/replacement? Yes  No   
Date of repairs \_\_\_\_\_
  - 10. Pest Infestation: (wood-destroying insects, bats, snakes, rodents, destructive/troublesome animals, etc.)  
Any known problems? Yes  No  Unknown  Date of treatment \_\_\_\_\_  
Previous Infestation/Structural Damage? Yes  No  Date of repairs \_\_\_\_\_
  - 11. Asbestos: Is asbestos present in any form in the property? Yes  No  Unknown  If yes, explain: \_\_\_\_\_
  - 12. Radon: Any known tests for the presence of radon gas? Yes  No  If yes, test results? \_\_\_\_\_  
Date of last report \_\_\_\_\_  
Seller Agrees to release any testing results. If not, Check here
  - 13. Lead Based Paint: Known to be present or has the property been tested for the presence of lead based paint?  
Yes  No  Unknown  If yes, what were the test results? \_\_\_\_\_
- 
- Has the lead disclosure form and pamphlet been provided? Yes  No
- 14. Any known encroachments, easements, "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others), zoning matters, nonconforming uses, or a Homeowners Association which has any authority over the property? Yes  No  Unknown
  - 15. Features of the property known to be shared in common with adjoining landowners, such as walls, fences, roads and driveways whose use or maintenance responsibility may have an effect on the property?  
Yes  No  Unknown
  - 16. Structural Damage: Any known structural damage? Yes  No  Unknown
  - 17. Physical Problems: Any known settling, flooding, drainage or grading problems? Yes  No  Unknown
  - 18. Is the property located in a flood plain? Yes  No  Unknown  If yes, flood plain designation \_\_\_\_\_
  - 19. Do you know the zoning classification of this property? Yes  No  Unknown   
What is the zoning? \_\_\_\_\_
  - 20. Covenants: Is the property subject to restrictive covenants? Yes  No  Unknown   
If yes, attach a copy OR state where a true, current copy of the covenants can be obtained:  
 On file at County Recorder's office or: \_\_\_\_\_

You **MUST** explain any "Yes" responses above (Attach additional sheets if necessary): \_\_\_\_\_

Normal house settling in upstairs  
hall and front bedroom.

Seller initials   Buyer initials



- 3. Are there any known current, preliminary, proposed or future assessments by any governing body or owner's association of which you have knowledge? Yes  No  Unknown
- 4. Mold: Does property contain toxic mold that adversely affects the property or occupants? Yes  No  Unknown
- 5. Private burial grounds: Does property contain any private burial ground? Yes  No  Unknown
- 6. Neighborhood or Stigmatizing conditions or problems affecting this property? Yes  No  Unknown
- 7. Energy Efficiency Testing: Has the property been tested for energy efficiency? Yes  No  Unknown   
If yes, what were the test results? \_\_\_\_\_
- 8. Attic Insulation: Type \_\_\_\_\_ Unknown  Amount \_\_\_\_\_ Unknown
- 9. Are you aware of any area environmental concerns? Yes  No  Unknown  If yes, please explain: \_\_\_\_\_
- 10. Are you related to the listing agent? Yes  No  If yes, how? \_\_\_\_\_
- 11. Where survey of property may be found: \_\_\_\_\_

If the answer to any item is yes, please explain. Attach additional sheets, if necessary: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

12. Repairs: Any repair(s) to property not so noted: (Date of repairs, Name of repair company if utilized.) (Note: Repairs are not normal maintenance items) (Attach additional sheets, if necessary) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Seller has owned the property since 8/9/22 (date). Seller has indicated above the history and condition of all the items based solely on the information known or reasonably available to the Seller(s). If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold Broker liable for any representations not directly made by Broker or Broker's affiliated licensees (brokers and salespersons). Seller hereby acknowledges Seller has retained a copy of this statement.

Seller acknowledges requirement that Buyer be provided with the "Iowa Radon Home-Buyers and Sellers Fact Sheet" prepared by the Iowa Department of Public Health.

Seller Allen Tracy Seller Doreen Tracy te 1/8/24

Buyer hereby acknowledges receipt of a copy of this statement. This statement is not intended to be a warranty or to substitute for any inspection the buyer(s) may wish to obtain.

Buyer acknowledges receipt of the "Iowa Radon Home-Buyers and Sellers Fact Sheet" prepared by the Iowa Department of Public Health.

Buyer \_\_\_\_\_ Buyer \_\_\_\_\_

Dishwasher drain line not installed correctly and there is a possibility of backup. We, nor the previous owner, have ever had any issues.



*First American*  
*Home Warranty*<sup>SM</sup>

# FIRST AMERICAN HOME WARRANTY PLANS

## New Enhanced Plans and Upgrades



Our most comprehensive coverage ever. Customizable plans and reduced out-of-pocket costs.



THE MAX PLAN



APPLIANCE UPGRADE



CODES, MODS, AND MORE UPGRADE



EXCITING NEW OPTIONS

**firstamrealestate.com | 800.444.9030**

Midwest





# Home Warranty Overview

Buyers can order their own home warranty up to 60 days post-close

## It's so easy to use

Sign in at [firstamrealestate.com](https://firstamrealestate.com) or call 800.992.3400 any time a covered item fails, 24/7.

1

**What is a home warranty?** A home warranty is a renewable service contract offering protection for a home's major systems and appliances. First American offers protection to homebuyers, sellers, and current homeowners.

A home warranty can protect home sellers from costs and delays during the listing period as well as protect homebuyers from costly breakdowns after closing.

2

**Do I need a home warranty?** Home warranty coverage is the best way to protect your budget against expensive home system and appliance failures. A home warranty can also take the stress and hassle out of repairing or replacing home systems and appliances when they break down.

3

**What are the benefits?** With a First American home warranty, when a covered system or appliance fails, if we can't repair it, we'll replace it.\* We have a network of independent pre-screened service providers and we are committed to providing you with outstanding service and value.

4

**What's covered?** See page 7 for a sample contract of our product designed for homebuyers and sellers, showing coverage and options available. It is important to understand what is and isn't covered in your specific plan, as well as coverage limitations.

5

**Why choose First American?** First American is a leading provider of home warranties with the experience and strength of an industry leader. For over 35 years, First American has provided quality protection for homeowners across the nation, through more than 12 million home warranties.

\*In some instances, Homeowner and First American may agree to payment of cash in lieu of repair or replacement. Payment will be made based on First American's negotiated rates with its suppliers, which may be less than retail. Please review the sample contract for specific coverage, terms and limitations.

# How the Home Warranty Service Process Works

A new home can be rewarding and it can also be challenging when an appliance or home system isn't working. With a home warranty from First American, you have an easy solution when a covered item breaks.



## Request Service from First American

1. You can request service online or by phone. Either way, make sure we have your current email address and phone number so we can send you updates about your service request.
  - o Sign in at [fahw.com](http://fahw.com)
  - o Call 800.992.3400
2. Pay the service fee.
3. We'll assign a service provider who will call you to schedule an appointment. If we have your contact information we'll send you the contractor's name and information via email or text.



## Problem Diagnosis

1. At the appointment, the technician will diagnose the problem and, if needed, report the findings to us.
2. Once we confirm that the problem is covered by your contract, we will approve the repair, and the technician will proceed with fixing the problem.



## If Parts Are Needed

- If the contractor doesn't have parts that are needed to complete the repair, we'll do our best to get them as quickly as possible. Usually, parts are easy to acquire, however, sometimes there are delays in securing parts or equipment.
- The contractor will set up an appointment to complete the repair once the parts have been secured. There is no additional service fee charge to complete the repair.



## Repair or Replacement

- If parts are not needed, often the technician will be able to repair the item that day.
- If your covered item cannot be repaired, we will replace it with an item with similar features, efficiency, and capacity.\*

\*For kitchen refrigerators, repair or replacement of ice makers, ice crushers, beverage dispensers and their respective equipment will only be completed when parts are available.



## Re-key Service

Homebuyers, start enjoying the benefits of your home warranty coverage on day one. You can use this one-time service to get up to six locks re-keyed and receive four copies of the new keys.

- Request re-key service at [firstamrealestate.com](http://firstamrealestate.com) or call 800.992.3400 and pay the service call fee.
- We will send a locksmith to re-key your locks.

You can rest easy knowing your home is more secure. See page 9 for details.



## HVAC Tune-up

When you purchase our HVAC Tune-up option, you can schedule pre-season tune-ups for your home heating and cooling systems. Regular maintenance helps these systems run efficiently to keep your heating and cooling costs down, and ensures they are in top shape before the heat of summer or cold of winter when you need them most. See page 11 for details.

With this optional coverage you can request service twice each year. A service call fee will apply for each visit.

1. Schedule your spring tune-up between February 1 and April 30.
2. Schedule your fall tune-up between September 1 and November 30.

# Membership Benefits

First American Home Warranty now offers members more value than ever. In addition to our comprehensive coverage for crucial home systems and appliances, members can enjoy help with moving, home improvement, and home maintenance throughout their move and beyond.



## Porch Home Assistant

Your First American home warranty now comes with a Porch Home Assistant Gold membership and four \$25 coupons for handyman and moving services.\*

Whether you're selling or buying, homeownership can be exciting—and a lot of work. To help, the Porch Home Assistant Gold concierge service handles all the extra tasks that come with moving, such as lining up home improvement pros and services including:

- Home projects: TV mounting, furniture assembly, fixture installation, cleaning gutters, dryer vent cleaning.
- Securing your home.
- Moving services: Movers, change of address, switch utilities and TV/internet.

To get started visit [go.fahw.com/porch](http://go.fahw.com/porch) or call 855.481.7729.

\*Disclaimer: Limit one coupon per appointment. Coupons may not be combined with any other offers or discounts. Please notify Porch of your coupon during booking. Discount will be applied at the time your appointment is scheduled. Porch Services may not be available in all areas.

## Filterjoy

You now have a convenient, easy way to get new air filters delivered to your door through Filterjoy. Plus, your first order is free with the special trial offer\*\* for our members!

Enjoy easy online ordering that remembers what filter size you need.

- You choose the delivery schedule.
- No long-term commitments. Pause, modify, or cancel anytime.
- Always-free shipping right to your doorstep.

Changing your filters regularly is a great way to keep your air healthy and can also help reduce your energy bills.

To get started visit [filterjoy.com/fahw](http://filterjoy.com/fahw).

\*\*This Trial Offer includes, at no charge to First American Home Warranty members during the Filterjoy subscription signup, up to two (2), one-inch depth air filters. Members can select any size and matched filtration rating available on Filterjoy's site. Members who select an air filter quantity greater than two (2) during the initial sign-up period will be charged for each additional filter, as well as any applicable sales taxes on additional purchase(s).





# Coverage Upgrades

Our basic plan provides excellent coverage for your core home systems and appliances. Our upgrades extend coverage and help reduce out-of-pocket expenses.



## First Class Upgrade

Extend your protection for many covered systems by adding coverage for building permits, upgrades required by building codes, recapture and removal of refrigerant, and disposal of appliances, systems or components we replace. See page 9 for details.

## Codes, Mods, and More

This great addition to the First Class Upgrade provides an added allowance for correcting code violations and making modifications when repairing or replacing HVAC systems, water heaters, and more. It also covers zone controllers for heating and central air conditioning. See page 11 for details.

## Plumbing Plus

Repairing leaks or breaks to water, drain, or gas plumbing can be expensive when the pipes are encased in concrete, or outside the home's foundation. Extend protection to cover these issues, as well as coverage for water heater expansion tanks, the installation of ground-level cleanouts, and clearing of stoppages caused by roots. See page 11 for details.

## Appliance Plus

Made for homes with luxury appliances, this upgrade increases the plan limit to \$7,000 for each of the following: Kitchen Refrigerator, Kitchen Appliances, and Clothes Washer and Dryer. The plan limit for Additional Refrigeration increases to \$2,000. See page 10 for details.



**SHOULD YOU NEED SERVICE PLEASE READ THIS SERVICE CONTRACT (Contract) CAREFULLY and then place your claim at fahw.com or by calling (800) 992-3400.**

This is a Contract for repair or replacement of expressly identified appliances, home systems, parts, components or equipment (collectively, Item(s)). Have your Contract number, make or model of covered Item and complete street address available. Service call fee is disclosed on your Home Warranty Summary page that precedes this Contract and is due at the time of claim placement (**one time service call fee per Contract for Optional Subterranean Termite Treatment is \$200**). In some cases, you may be offered a remote service visit.

### IMPORTANT

This Contract covers only the Items expressly identified in this Contract and excludes all others (although only by way of example does Contract offer exclusions; which are not exhaustive). Items are not covered unless they are in safe working order at the start of coverage. To be covered, Items must be installed for diagnosis and located within the confines of the perimeter of the foundation of the primary living quarters or garage (except for coverages purchased that, by their description, are located outside of the foundation, including well pump, septic tank, sewage ejector pump, pressure regulator, air conditioning, pool/spa equipment or plumbing plus). This Contract provides coverage for unknown defects if the defect is not detectable through visual inspection or simple mechanical test (excluding renewal and non-real estate transaction customers). Items include malfunctioning systems and appliances due to lack of maintenance, rust, corrosion and chemical or sedimentary build-up. "Service Provider(s)" means all trade businesses who signed a written contract with First American Home Warranty Corporation (Company) (obligor). **Company will not reimburse you for services performed without prior approval. Company has the sole right to choose a Service Provider.**

### COVERAGE TIME AND RENEWAL

You must report defects or malfunctions to Company during the term of this Contract.

1. Contract Effective Date is located on your Home Warranty Summary page. Coverage begins on Contract Effective Date and continues for 12 months, except;
  - A. Basic Seller's Coverage and Seller's Options (if elected) starts upon receipt of Contract number and continues until expiration of the initial listing period not to exceed 180 days or until close of sale or listing cancellation (whichever is first). Seller's Coverage may be extended at the discretion of Company.
  - B. New Construction Coverage begins 12 months after the close of sale and continues for 48 months.
  - C. Two-Year Coverage begins on Contract Effective Date and continues for 24 months.
2. Payment is due at close of sale and must be received by Company within 30 days.
3. Offer for future coverage is at Company's sole discretion. You will be notified of rates and terms for continuation of coverage.



Member of the NATIONAL HOME SERVICE CONTRACT ASSOCIATION.

## BASIC CONTRACT COVERAGE

**It is important to review Limits of Liability as well as the Options Ordered section of your Home Warranty Summary page.**

### PLUMBING – Covered

- Pressure regulators
- Garbage disposal: all parts
- Circulating hot water pump
- Instant hot water dispenser: all parts
- Bathtub motor, pump and air switch assemblies
- Permanently installed sump pumps (ground water only)
- Valves: shower, tub, diverter, riser, angle stop and gate valves
- Leaks and breaks of water, drain, gas, vent or sewer lines (except caused by freezing)
- Toilet tanks, bowls and mechanisms (replaced with white builder's standard as necessary)

*Not Covered: Fixtures, faucets, filter, shower head, shower arm, shower enclosure and base pan, caulking and grouting, septic tank, hose bibbs, flow restrictions in fresh water lines, water conditioning equipment, sewage ejectors, saunas or steam rooms, whirlpool jets and fire suppression systems.*

NOTE: Company is only responsible for providing access for covered plumbing repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish. Coverage for diagnosis, access, repair or replacement of Items located in or under concrete is limited up to \$500.

### PLUMBING STOPPAGES – Covered

- Clearing of stoppages in sink, tub, shower drains and toilets. Clearing of sewer and mainline stoppages (including hydrojetting if stoppage is unable to be cleared with cable) to 125 feet of point of access where ground level cleanout is existing. Clearing of lateral drain lines to 125 feet from point of access including accessible cleanout, p-trap, drain or overflow access point.

*Not Covered: Stoppages caused by foreign objects, roots, collapsed or broken lines outside the foundation, access to drain or sewer lines from roof vent and costs to locate, access or install a ground level cleanout.*

### WATER HEATER – Covered

(Includes tankless water heaters)

- All parts, except;

*Not Covered: Holding, storage or expansion tanks, flues and vents, fuel storage tanks and solar equipment.*

NOTE: Coverage for diagnosis, access, repair or replacement of any modulating condensing boiler, geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit is limited up to \$1,500.

### ELECTRICAL – Covered

- Plugs
- Wiring
- Conduit
- Junction boxes
- Doorbells (includes wiring)
- Circuit breakers (including ground fault)
- Smoke detectors
- Panels and sub panels
- Switches and fuses
- Telephone wiring

*Not Covered: Computer, audio, video, intercom, fixtures, alarm – and all associated wiring or cables. Inadequate wiring capacity, sensor, relay, low voltage systems, power surges, timed circuits, and phone/utility company's equipment including but not limited to phone jacks, meters and wiring.*

NOTE: Company is only responsible for providing access for covered electrical repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish.

## KITCHEN APPLIANCES – Covered

(Limit up to \$3,500 per appliance)

- Dishwasher
- Trash compactor
- Microwave oven (built-in only)
- Kitchen range hood
- Oven/range/cooktop

*Not Covered: Rotisseries, lights, knobs, dials, racks, baskets, rollers, removable trays, removable buckets, door glass, interior lining, lock assemblies, meat probe assemblies and clocks (unless they affect the primary function of the unit).*

## GARAGE DOOR OPENERS – Covered

- Motor
- Receiver unit
- Switches
- Carriage
- Capacitor
- Push arm
- Center rail assembly

*Not Covered: Transmitters, adjustments, doors, gates and gate motors, side rails, rollers, hinges and springs.*

## CENTRAL VACUUM SYSTEM – Covered

- All parts, except;

*Not Covered: Hoses and accessories which are removable.*

NOTE: Company is not responsible for gaining or closing access to floors, walls or ceilings to locate the malfunction or to effect repair or replacement.

## FANS – Covered

- Attic and exhaust fans: all parts.
- Whole house fans: all parts.
- Ceiling fans: all parts, except;

*Not Covered: Light kits and remote transmitters.*

# ADDITIONAL COVERAGE FOR BUYER AND OPTIONAL COVERAGE FOR SELLER

**NOTE FOR SELLER:** Heating, Central Air Conditioning and Ductwork coverage is optional for the Seller at an additional charge. If elected, Company will pay up to a combined maximum limit of \$1,500 during Seller's Coverage period for such coverage.

## HEATING – Covered

- Heat pump
- Gas, electrical, oil furnaces
- Radiators
- Hydronic circulating pumps
- Heating elements
- Mini-split ductless systems
- Gas valves to furnace
- Thermostats (including base)
- Heat pump refrigerant recharging
- Baseboard convectors

*Not Covered: Auxiliary space heaters, cable heat, humidifier/dehumidifier systems or accessories, filters (including electronic air cleaners), registers, fuel storage tanks, heat lamps, fireplaces and key valves, fireplace inserts, baseboard casings and grills, chimneys, flues and vents, underground or outside components and piping for geothermal or water source heat pumps, well pumps and well pump components for geothermal or water source heat pumps, grain, pellet, stove style or wood heating units (even if only source of heating), system management or zone control systems (whether manual, electronic, computerized or pneumatic) and heat pump refrigerant recapture, reclaim and disposal.*

NOTE:

- Coverage for diagnosis, access, repair or replacement of any geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit or oil furnace is limited up to \$1,500.
- Coverage for heat exchangers which fail during optional Seller's coverage is limited up to \$500.
- If Company determines that a package unit or the condenser of a central air conditioning or heat pump split system must be replaced, Company will replace the unit with a unit that meets current federal, state or local government efficiency standards. This note also applies to central air conditioning.

## CENTRAL AIR CONDITIONING – Covered

- Refrigeration system (includes heat pump)
  - Thermostats
  - Condensing unit
  - Refrigerant lines
  - Air handling unit
  - Liquid and suction line dryers
  - Refrigerant recharging
  - Fuses, breakers, disconnect boxes and wiring
  - Evaporator coils (including thermostatic expansion valves)
- Evaporative cooler
- Built-in electric wall units

- Mini-split ductless systems

*Not Covered: Humidifier/dehumidifier systems or accessories, registers, grills, filters (including electronic air cleaners), gas air conditioners, window units, underground or outside piping and components for geothermal or water source heat pumps, cooler pads, roof jacks or stands, system management or zone control systems (whether manual, electronic, computerized or pneumatic) and refrigerant recapture, reclaim and disposal.*

NOTE:

- Coverage for diagnosis, access, repair or replacement of any geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit is limited up to \$1,500.
- Company is only responsible for providing access for covered central air conditioning repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish. Coverage for diagnosis, access, repair or replacement of Items located in or under concrete is limited up to \$500.
- If Company determines that a package unit or the condenser of a central air conditioning or heat pump split system must be replaced, Company will replace the unit with a unit that meets current federal, state or local government efficiency standards.
- When replacing a central air conditioning or heat pump split system, Company will replace any covered component as well as modify the plenum, indoor electrical, air handling transition and duct connections as necessary to maintain compatibility and operating efficiency as required by the manufacturer of the replacement unit, including the installation of thermostatic expansion valves.

## DUCTWORK – Covered

(Limit up to \$1,000)

- Ductwork from the heating or cooling unit to the connection at register or grill.

*Not Covered: Grills and registers, improperly sized ductwork, insulation, dampers, collapsed or crushed ductwork, ductwork damaged by moisture, ductwork where asbestos is present, costs for inspections, locating leaks to ductwork, diagnostic testing of ductwork when required by any federal, state or local law, regulation, or ordinance, or when required due to installation or replacement of any system equipment.*

NOTE: Company is only responsible for providing access for covered ductwork repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish.

## ADDITIONAL COVERAGE FOR BUYER

The following coverage begins when payment is made at close of sale.

### RE-KEY SERVICE – Covered

- The Re-key Service is available one-time per contract and includes the re-key of up to 6 keyholes and 4 copies of the new keys. The current keys for the 6 keyholes must be available and operational at the time of service otherwise additional services will be required.

*Not Covered: Sliding doors; garage door openers, replacement of deadbolts, knobs or associated hardware; broken or damaged locks; padlocks; gate, window, file cabinet, safe, desk or mailbox locks; or any other services provided by the locksmith.*

NOTE: You will be responsible for payment directly to the locksmith for any additional services.

## OPTIONAL COVERAGE FOR BUYER AND SELLER

**NOTE FOR SELLER:** The following coverage is optional for the Seller at an additional charge.

**NOTE FOR BUYER:** You may purchase optional coverage up to 60 days from Contract Effective Date. Such coverage is not effective until payment is received by Company and coverage terminates upon Contract expiration.

*(See First Class Upgrade section for details.)*

## OPTIONAL COVERAGE

**NOTE FOR SELLER:** The following optional coverage is not available.

**NOTE FOR BUYER:** You may purchase optional coverage up to 60 days from Contract Effective Date. Such coverage is not effective until payment is received by Company and coverage terminates upon Contract expiration.

### POOL/SPA EQUIPMENT – Covered if purchased

- Filters
- Pumps
- Timers
- Pump motors
- Pool sweep motor and pumps
- Above ground plumbing and electrical
- Valves
- Circuit board
- Salt water cell
- Heating units

*Not Covered: All cleaning equipment, including pop up heads, turbo and actuator valves, pool sweeps, liners, lights, structural defects, solar equipment, inaccessible components, humidifier/dehumidifier systems or accessories, jets and respective parts and components, fuel storage tanks, fill valves, system management or zone control systems (whether manual, electronic, computerized or pneumatic), disposable filtration media, chlorinators, ozonators and other water chemistry control equipment and materials, auxiliary, negative edge, waterslide, waterfall, ornamental fountain and their pumping and motor systems or any other pump or motor that does not circulate water from the pool or spa directly into the main filtration system as its primary function, heat pumps, salt, panel box, remote controls and dials.*

NOTE: Coverage for salt water pool/spa equipment salt water cell and circuit board is limited up to \$1,500.

## OPTIONAL UPGRADE FOR BUYER AND SELLER

### FIRST CLASS UPGRADE – Covered if purchased

The following list is the additional coverage applied when the First Class Upgrade is purchased. Optional coverage (OPT) must be purchased for the upgrade to apply to those items. Note: some items are not available (NA) for the seller.

#### Buyer Seller

- **OPT** **Air Conditioning:** Filters, registers, grills, window units.
- **OPT** **Heating:** Registers, grills, filters.
- **OPT** **HVAC Lifting Equipment:** Company will cover fees associated with the use of cranes or other lifting equipment required to service roof-top heating or air conditioning units.
- **OPT** **Ductwork:** Grills, registers.
- • **Garage Door Openers:** Hinges, springs, transmitters.
- • **Plumbing:** Faucets (replaced with chrome builder's standard), shower head and shower arm, hose bibbs, toilets (replaced with like quality up to \$600 per occurrence).
- OPT** **NA** **Clothes Washer and Dryer:** Knobs, dials.
- • **Dishwasher:** Racks, baskets, rollers, knobs, dials.
- • **Microwave Oven (built-in only):** Interior lining, door glass, clocks, racks, knobs.
- • **Oven/Range/Cooktop:** Rotisseries, racks, knobs, dials, interior lining.
- • **Trash Compactor:** Removable buckets, knobs.
- • **Building Permits:** Where local building permits are required prior to commencing replacement of appliances, systems or components, Company will pay up to \$250 per occurrence for such local building permits. Company will not be responsible for replacement service when permits cannot be obtained.
- • **Recapture, Reclaim, Disposal:** Company will pay costs related to refrigerant recapture, reclaim and disposal (if required) and the removal of an appliance, system or component when Company is replacing a covered appliance, system or component.
- • **Improper Installations and Modifications:** Company will repair or replace a covered system or appliance (excluding roofs and ductwork) that fails as a result of improper installation, modification or repair, or due to not being properly matched in size or efficiency at any time prior to or during the term of this contract provided the system is not undersized relative to the square footage of area being cooled or heated. In the event that a covered mismatched system or improper installation, modification or repair is in violation of a code requirement, Limited Code Upgrade applies.
- • **Limited Code Upgrade:** Company will pay up to \$250 to correct code violations when effecting approved repairs or replacements. Company may, at its option, pay you in lieu of performing the work.



**ORNAMENTAL FOUNTAIN** – Covered if purchased  
(Limit up to \$500)

- Pump and motor assembly.

*Not Covered: System management or zone control systems (whether manual, electronic, computerized or pneumatic), filtration media, chlorinators, ozonators and other water chemistry control equipment and materials.*

**KITCHEN REFRIGERATOR** – Covered if purchased  
(Limit up to \$3,500)

- All parts, except;

*Not Covered: Insulation, racks, shelves, drawers, tracks, handles, lights, interior thermal shells, food spoilage, stand alone freezers, refrigerators located outside kitchen area and refrigerant recapture, reclaim and disposal.*

NOTE:

- Coverage is for any one of the following types of kitchen refrigerator/freezer units: a built-in kitchen refrigerator/freezer unit, a built-in combination of an all refrigerator unit and an all freezer unit, or a free standing kitchen refrigerator/freezer.
- Repair or replacement of ice makers, ice crushers, beverage dispensers and their respective equipment will only be completed when parts are available.

**ADDITIONAL REFRIGERATION** – Covered if purchased  
(Limit up to \$1,000)

This option provides coverage for the following with a combined total of four appliances: additional refrigerator, wet bar refrigerator, wine refrigerator, free standing freezer and free standing ice maker.

- All parts of a refrigerator (including wet bar and wine refrigerator) and free standing freezer, except;

*Not Covered: Kitchen refrigerator, insulation, racks, shelves, drawers, tracks, handles, lights, ice makers, ice crushers, beverage dispensers and their respective equipment, interior thermal shells, food spoilage and refrigerant recapture, reclaim and disposal.*

- Free standing ice maker:  
All parts which affect the primary function of the ice maker and water dispenser, except;

*Not Covered: Filters, removable components which do not affect the primary function, interior thermal shells, insulation and refrigerant recapture, reclaim and disposal.*

**CLOTHES WASHER AND DRYER** – Covered if purchased  
(Limit up to \$3,500 per appliance)

- All parts, except;

*Not Covered: Plastic mini-tubs, soap dispensers, filter and lint screens, knobs and dials, venting and damage to clothing.*

## OPTIONAL UPGRADE FOR BUYER

**APPLIANCE PLUS** – Covered if purchased

Coverage increases the basic plan limit to a total of \$7,000 per appliance for Kitchen Refrigerator, Kitchen Appliances and Clothes Washer and Dryer. The basic plan limit for Additional Refrigeration increases to a total of \$2,000.

NOTE: Kitchen Refrigerator, Clothes Washer and Dryer or Additional Refrigeration coverage(s) must be purchased for increased limits to apply. This option does not increase the limit for Outdoor Kitchen.

**OUTDOOR KITCHEN** – Covered if purchased  
(Limit up to \$1,000)

Coverage is for components that affect the primary functional operation of the outdoor kitchen elements but does not cover cooking elements.

- Ceiling fan
- Dishwasher
- Electrical wiring and outlets
- Faucets (chrome builder's standard used when replacement is required)
- Plumbing water, drain or gas lines (except caused by freezing)
- Garbage disposal
- Outdoor refrigerator

*Not Covered: All cooking equipment/devices and their respective accessories, kitchen refrigerator, ice makers, ice crushers, beverage dispensers and their respective equipment, insulation, shelves, drawers, tracks, handles, lights/kits, interior lining, food spoilage, refrigerant recapture, reclaim and disposal, racks, baskets, rollers, knobs, dials, door glass, fixtures and remote transmitters.*

**WATER SOFTENER AND REVERSE OSMOSIS WATER FILTRATION SYSTEM** – Covered if purchased  
(Limit up to \$500)

- All mechanical parts and components of the water softener and reverse osmosis water filtration system (for drinking water), except;

*Not Covered: Leased/rented units, softening agents, chemical imbalance, high sodium content, water purification systems, salt, filters, filter components and replacement membranes.*

**WELL PUMP** – Covered if purchased  
(Limited to one well pump per home; Limit up to \$1,500)

- All parts of well pump utilized as a source of water to the home, except;

*Not Covered: Well casings, booster pumps, pumps used exclusively for irrigation, animals and non-living quarters, piping or electrical lines, holding, pressure or storage tanks, redrilling of wells, damage due to lack of water, tampering, well pump and well pump components for geothermal or water source heat pumps, improper installation and access to repair well pump system.*

**SEPTIC SYSTEM** – Covered if purchased  
(Limit up to \$500 for tank system)

Pumping

- One time pumping per Contract if the stoppage is due to septic tank backup.

System

- Jet pump
- Aerobic pump
- Sewage ejector pump
- Septic tank line from house to septic tank

*Not Covered: Septic tanks, seepage pits, leach lines, leach beds, grinder pumps, cleanout, cesspool, cost of locating or to gain access to the septic tank, cost of hook-ups, disposal of waste and chemical treatment of the septic tank or sewer lines.*

**SEWAGE EJECTOR PUMP** – Covered if purchased  
(Limited to one pump per contract; Limit up to \$500)

- All parts of sewage ejector pump not associated with the operation of a septic tank, except;

*Not Covered: Basins and any costs associated with locating or gaining access to or closing access from the sewage ejector pump.*

## **PEST CONTROL SERVICES** – Covered if purchased

- Mice
- Pillbugs
- Earwigs
- Spiders
- Roaches
- Crickets
- Silverfish
- Centipedes
- Sowbugs
- Millipedes
- Ants (unless not covered)
- Clover mites
- Ground beetles

*Not Covered: Fire ants, pharaoh ants, carpenter ants, fungus and wood destroying organisms, flying insects, termites, fleas, ticks and rats.*

## **SUBTERRANEAN TERMITE TREATMENT**

– Covered if purchased

- Treatment for subterranean termite infestation.

*Not Covered: Infestation in decks or fencing or any infestation outside the confines of the foundation of the home or garage, repair of damage caused by subterranean termites.*

You will pay a one time \$200 service call fee per Contract for subterranean termite treatment. Repeat visits are free of charge. All work will be performed by a licensed structural pest control Service Provider.

## **LIMITED ROOF LEAK** – Covered if purchased

(Limit up to \$1,000)

- Leaks caused by rain to tar and gravel, tile, shingle, shake and composition roofs are repaired as long as leaks are caused by normal wear and tear and the roof was in water tight condition on Contract Effective Date. If replacement of the existing roof, in whole or in part, is necessary, Company's responsibility is limited to the estimated cost of repair of the leaking area only, as if the repair of that area were possible.

*Not Covered: Roofs over detached structures, roof leaks caused by or resulting from: roof mounted installations, metal roofs, improper construction or repair, missing or broken materials, skylights, patio covers, gutters, drains, downspouts, scuppers, chimneys and defects in balcony or deck serving as a roof, routine periodic maintenance and consequential water damage.*

Company will direct a Service Provider to contact you for an appointment or, at its option, may authorize you to contact a service provider directly. If authorized, you will be given a spending limit established by Company. Secondary or consequential water damage is not covered by this Contract.

NOTE: Service delays frequently occur during the first rains of the season or in heavy storms. While we will make every effort to expedite service, no service time guarantees can be made.

## **PRE-SEASON HVAC TUNE-UP** – Covered if purchased

- One spring tune-up valid for service requests created on or between February 1 and April 30.
- One fall tune-up valid for service requests created on or between September 1 and November 30.

You are responsible for requesting service and will pay a service call fee for each pre-season tune-up service. Coverage is for one air conditioning or one heating system during each tune-up period; cost of tune-ups for additional systems require additional charges to be paid directly to the Service Provider. If covered service beyond the tune-up is required, an additional service call fee is due. Pre-season tune-ups will be tested and checked for the following items:

**Air Conditioning:** Thermostat, temperature split, capacitors, contactors, amp draw on compressor, amp draw on blower motor, accessible condensate line, condenser fan blades, clean and tighten electrical connections, refrigerant levels, replace filter (owner supplied) and rinse condenser coil (water rinse only).

**Heating:** Thermostat, limit switches, safety switches, capacitors, amp draw on motor, heating operation, inspect pilot system/ignitor, check and clean burners (if accessible) and replace filter (owner supplied).

*Not Covered: Filters, cleaning of indoor/evaporative coil, clearing or unclogging condensate lines, geothermal systems, oil systems, hydronic or steam systems and ductless mini-split systems.*

## **OPTIONAL UPGRADE FOR BUYER**

### **CODES, MODS, AND MORE** – Covered if purchased

This upgrade is only available with the purchase of the First Class Upgrade. Codes, Mods, and More covers the following items and increases the basic plan limits to the combined maximum aggregates listed.

- Up to \$2,500 for diagnosis, access, repair or replacement of any oil furnace, geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit.
- Zone controllers for Heating and Central Air Conditioning.
- Up to \$1,250 to correct code violations or make modifications when effecting approved repairs or replacements.

*Not Covered: Restoration of wall, ceiling or floor coverings, cabinets, countertops, tile, paint or the like.*

## **OPTIONAL UPGRADE FOR BUYER**

### **PLUMBING PLUS** – Covered if purchased

- Water heater expansion tanks.
- Up to \$250 to install a ground level cleanout.
- Up to \$250 to clear stoppages caused by roots.

### **Concrete Encasement**

- Coverage is for the diagnosis, access, repair or replacement of leaks in water, drain and gas lines located in or under concrete inside the foundation of the primary living quarters. Coverage increases the basic plan limit to a combined maximum aggregate of \$1,500.

### **External Pipe Leaks**

- Coverage is for diagnosis, access, repair or replacement of leaks and breaks to external water, gas and drain lines located outside the foundation of the primary living quarters, including repair or replacement of main shut off valve. Coverage is limited up to \$1,000.

*Not Covered: Irrigation and sprinkler systems, pool/spa or fountain piping, utility owned shut off valves and landscape drain lines.*

### **LIMITS OF LIABILITY**

1. Common areas and facilities of mobile home parks and condominiums are not covered. Except as set forth in Pool trade, common systems and appliances not located within the confines of each individual unit are excluded.
2. Repairs or replacements required as a result of missing parts, fire, flood, smoke, lightning, freeze, earthquake, theft, storms, accidents, mud, war, riots, vandalism, improper installation, acts of God, damage from pests, lack of capacity or misuse are not covered by this Contract.
3. Liability is limited to repair or replacement cost of Item due to normal wear and tear. Cosmetic defects are not covered.
4. Company is not responsible for consequential, incidental, emotional distress, pain or suffering, tort or exemplary damages, secondary damage, loss resulting from the malfunction of any Item, or a Service Provider's delay or neglect in providing, or failing to provide, repair or replacement of an Item due to shortages of labor and/or materials, or any other cause beyond our reasonable control.

5. Unless specified otherwise, any dollar limit mentioned is in the aggregate.
6. Solar systems and components including holding tanks are not covered. System management or zone control systems (whether manual, electronic, computerized or pneumatic) are not covered.
7. Company is not responsible for the following: any corrections, repairs, replacements, upgrades, inspections or other additional costs to comply with federal, state or local laws, utility regulations, zoning or building codes; paying any costs relating to permits, haul away fees, construction, carpentry or relocation of equipment; gaining or closing access to Items except where noted in this Contract; and, alterations or modifications made necessary by existing equipment or installing different equipment except where noted in the Central Air Conditioning section of this Contract. Company will not alter structure to effect repair or replacement, nor refinish or replace cabinets, countertops, tile, paint, wall or floor coverings or the like.
8. Company does not provide service involving hazardous or toxic materials, including asbestos or any other contaminants. Company is not responsible for any claim arising out of any pathogenic organisms regardless of any event of cause that contributed in any sequence to damage or injury. Pathogenic organisms mean any bacteria, yeasts, mildew, virus, fungi, mold or their spores, mycotoxins or other metabolic products.
9. Contract covers only single family residential-use property, residential-use resale property or residential-use new construction property. Residential property over 5,000 square feet, multiple units, guest houses and other structures are covered if the appropriate fee is paid. Multiple unit plans include independent coverage limits for each unit except for pool/spa and septic systems. Two year plans' aggregate coverage limits reset every 12 months. Contract is for owned or rented residential property, not for commercial property or premises converted into a business, including but not limited to, nursing/care homes, fraternity/sorority houses, short-term rentals or day care centers.
10. Company will determine, at its sole discretion, whether a covered system or appliance will be repaired or replaced. When replacing any appliance, Company will not pay for any failures that do not contribute to the appliance's primary function including, without limitation, TVs or radios built into the kitchen refrigerator. Company will replace with equipment of similar features, efficiency and capacity but is not responsible for matching brand, dimensions or color. Company may install a smaller capacity unit, including but not limited to water heaters and furnaces, if the projected output of the replacement unit is similar to, or greater than, the replaced existing unit. Company reserves the right to replace with a rebuilt component or part or repair systems and appliances with non-original manufacturer's parts. When coverage has been confirmed and a replacement is needed, Company is not responsible for matching any features of an existing item that do not contribute to the primary function of that item.
11. Company reserves the right to obtain a second opinion at its expense. If Company informs you that a malfunction is not covered, you must ask Company for a second opinion from another Service Provider within 14 days of notice. Company will not reimburse for provider you select, not contracted with Company, to perform a second opinion. Company will dispatch a second Service Provider to diagnose the malfunction. If the outcome of the second opinion is different from the first opinion, Company will accept coverage under this Contract. If your requested second opinion's diagnosis is the same as the initial opinion, you will pay an additional service call fee.
12. Company is not responsible for repairs and/or replacements that are subject to a manufacturer's, distributor's or in-home warranty or subject to a manufacturer's recall. Covered systems and appliances must be domestic or commercial grade and specified by the manufacturer for residential use.
13. Company is not responsible for repair or replacement of any system, appliance, component or part thereof that has previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer, and for which either entity has issued, or issues a warning or recall,

or when a failure is caused by manufacturer's improper design, use of improper materials, formula, manufacturing process or manufacturing defect.

14. This contract does not cover routine maintenance.
15. You and Company may agree on payment of cash in lieu of repair or replacement. Payment is made based on Company's negotiated rates with its suppliers, which may be less than retail. If you accept cash payment, you are required to repair the Item or provide a new replacement and send proof of repair or replacement to Company. The Item will not be covered under this or future Contracts until such proof is provided.

#### **CUSTOMER SERVICE**

1. Claims can be placed online or by telephone at all times. During normal working hours (Monday – Friday) your claim will be dispatched within four hours of confirmation of coverage. The services contracted for will be initiated under normal circumstances by the Service Provider within 48 hours after request is made by you. Your submission to Company describing the problem is sufficient notice. The Service Provider will commence diagnosis without first requiring the completion of a written claim form or other such form of proof of loss. The Service Provider will contact you to schedule a mutually convenient appointment time; You will take reasonable measures to prevent secondary damage caused by a failed system or appliance. If you should request Company to perform service outside of normal business hours, you will pay additional fees, including overtime charges. Company must be notified as soon as a malfunction is discovered and prior to expiration of the Contract term.
2. "Trade Call" means each visit by an approved Service Provider, unless multiple visits are required to remedy the same problem. You will pay the service call fee disclosed on your Home Warranty Summary page for each separate Trade Call or when servicing multiple Items requires additional time to diagnose or repair. Service Providers dispatched for Trade Calls are independent Service Providers, not agents or employees of the Company. Company warrants Service Provider's work for 30 days. If the Item fails outside of the 30-day time period, an additional service call fee will be charged. Failure to pay the service call fee may delay processing of future claims.
3. If Company is not able to locate a Service Provider to service your claim, Company may request that you contact an out-of-network provider directly to obtain service. Company's policies and procedures for outside reimbursement are:
  - a. Approval must be secured in advance of any work being performed and is generally only granted when Company is unable to locate a Service Provider.
  - b. The out-of-network provider must be licensed and insured.
  - c. The out-of-network provider must provide detailed information regarding their diagnosis prior to performing work so that Company can confirm coverage and validate repair or replacement recommendations.
  - d. Covered repairs or replacement will be authorized if the work may be completed at an agreed upon rate.
  - e. You must submit the itemized paid receipt to Company for reimbursement within a reasonable amount of time. Company will reimburse up to the authorized amount.
  - f. Company will deduct any service fees owed from any reimbursement provided.

#### **TRANSFER OF CONTRACT**

If your covered property is sold during the term of this Contract, you have the right to assign this Contract provided that you notify Company of the change in ownership and must submit the name of the new owner by phoning (800) 444-9030 to transfer coverage.

#### **CANCELLATION**

Obligations of this Contract are backed by the full faith and credit of the Company and are not guaranteed by a service contract reimbursement insurance policy.

Unless allowed by law, this Contract is noncancelable other than by mutual agreement by you and Company.

Your request for cancellation must be in writing and can be submitted to [cancellationsupport@firsttam.com](mailto:cancellationsupport@firsttam.com).

Company will not cancel your Contract except for any of the following reasons:

1. Nonpayment of Contract fees when due.
2. You or your agent's fraud or misrepresentation of facts material to the issuance of this Contract, or in presenting a claim for service thereunder.
3. This Contract provides coverage prior to the time that an interest in residential property to which it attaches is sold and the sale of the residential property does not occur.

**Kansas and Nebraska Residents Only:**

If this Contract is cancelled, you shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less a \$50 administrative fee and all service costs incurred by Company.

**Iowa and Missouri Residents Only:**

If this Contract is returned for cancellation within 30 days of the time this Contract is mailed or within 20 days of delivery to you and no claim has been made, this Contract is deemed void and you shall be entitled to a refund of the full purchase price. The right to void this Contract is not transferable and shall apply only to the original Contract purchaser and only if no claim has been made prior to its return to Company.

If a claim has been made or if this Contract is cancelled at any other time, you shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less an administrative fee of \$50 (or 10% of the total premium paid (whichever is less) for Iowa residents) and all service costs incurred by Company.

Any refund due to you shall be paid or credited within 30 days after this Contract is returned to Company. A 10% penalty of the purchase price shall be added per month to a refund not paid or credited every 30 days thereafter.

**Iowa Residents Only:**

If Company cancels this Contract, Company shall use the last known address on record to send by first-class mail a written notice to you at least 30 days prior to the cancellation that states the effective date and reason for cancellation. In such case, you shall be entitled to a pro rata refund and will not be charged a cancellation fee.

**YOUR DUTIES**

You are responsible for the following: (i) Protecting appliances/systems; (ii) Reporting claims promptly; (iii) Installing and maintaining appliances/systems following manufacturer's specifications and (iv) Maintenance if the Service Provider determines it is required to achieve manufacturer results of systems and appliances.

**MISCELLANEOUS**

**Iowa Residents Only:**

Iowa residents may contact the Iowa Insurance Division at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000.

**RESOLUTION OF DISPUTES**

**This provision constitutes an agreement to arbitrate disputes on an individual basis. Any party may bring an individual action in small claims court instead of pursuing arbitration.**

All disputes and claims arising out of or relating to the Contract must be resolved by binding arbitration. This agreement to arbitrate includes, but is not limited to, all disputes and claims between Company and the Homeowner, Company and the Seller, and claims that arose prior to purchase of the Contract. This agreement to arbitrate applies to Company, Homeowner and Seller, and their respective parent and subsidiary companies, affiliates, agents, employees, predecessors and successors in interest, assigns, heirs, spouses, and children. **As noted above, a party may elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court and remains in that court.**

**Any arbitration must take place on an individual basis, and Company, the Homeowner and the Seller agree that they are waiving any right to a jury trial and to bring or participate in a class, representative, or private attorney general action, and further agree that the arbitrator lacks the power to consider claims for injunctive or declaratory relief, or to grant relief affecting anyone other than the individual claimant.** If a court decides that any of the provisions of this paragraph are invalid or unenforceable as to a particular claim or request for a particular remedy (such as a request for public injunctive relief), then that claim or request for that remedy must be brought in court and all other claims and requests for remedies must be arbitrated in accordance with this Contract.

The arbitration is governed by the Consumer Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Contract, and will be administered by the AAA. Company will pay all AAA filing, administration and arbitrator fees for any arbitration it initiates and for any arbitration initiated by another party for which the value of the claims is \$75,000 or less, unless an arbitrator determines that the claims have been brought in bad faith or for an improper purpose, in which case the payment of AAA fees will be governed by the AAA Rules.

The arbitration will take place in the same county in which the property covered by the Contract is located. The Federal Arbitration Act will govern the interpretation, applicability and enforcement of this arbitration agreement. This arbitration clause will survive the termination of this Contract.

**AGREEMENT**

You and Company are parties to the Contract (Parties). This Contract constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements and understandings of the Parties. No modifications to this Contract are effective unless in writing and signed by both Parties.

MW 06/23 Ver. #L.B/\$L.B/!L.B

First American home warranty plans have reasonable dollar limitations on coverages. Although this sample contract provides specific details, here is a quick reference for your convenience.

Limits may increase if optional upgrades such as First Class Upgrade, Appliance Plus, Plumbing Plus, and Codes, Mods, and More are purchased.

**Warranty Coverage Dollar Limitations**

DIAGNOSIS, ACCESS, REPAIR AND/OR REPLACEMENT LIMITS

Steam, Heated Water or Glycol Heating.....	\$1,500
Per Appliance .....	\$3,500
Additional Refrigeration (up to 4 units) .....	\$1,000
Salt Water Pool/Spa Equipment.....	\$1,500
Seller's Heating, Central Air Conditioning and Ductwork.....	\$1,500
Well Pump.....	\$1,500
Limited Roof Leak .....	\$1,000
Ductwork.....	\$1,000
Concrete Encased Items .....	\$500
Seller's Heat Exchanger.....	\$500
Septic System .....	\$500
Sewage Ejector Pump .....	\$500
Ornamental Fountain .....	\$500
Water Softener/Reverse Osmosis Filtration System .....	\$500
Outdoor Kitchen .....	\$1,000

All coverage limits are in the aggregate unless otherwise specified.

# Midwest Coverage and Options

\$85 Service Call Fee

		Basic Plan		Eagle Premier	The Max Plan
Property Type – under 5,000 sq. ft.		Buyer	Seller	Buyer	Buyer
<b>Single-Family Home</b>		\$475		\$640	\$780
<b>Condo/Townhouse/Mobile Home</b>		\$420		\$565	\$685
Systems and Appliances		Buyer	Seller	Buyer	Buyer
SYSTEMS	Heating	●	(optional)	●	●
	Air Conditioning	●	(optional)	●	●
	Ductwork	●	(optional)	●	●
	Electrical Systems	●	●	●	●
	Garage Door Openers	●	●	●	●
	Attic, Ceiling, and Exhaust Fans	●	●	●	●
	Central Vacuum System	●	●	●	●
PLUMBING	Plumbing System	●	●	●	●
	Plumbing Stoppages	●	●	●	●
	Toilet Tanks and Bowls	●	●	●	●
	Water Heater	●	●	●	●
	Circulating Pump	●	●	●	●
	Sump Pump	●	●	●	●
	Pressure Regulators	●	●	●	●
	Garbage Disposal	●	●	●	●
	Instant Hot Water Dispenser	●	●	●	●
	APPLIANCES	Built-In Microwave	●	●	●
Dishwasher		●	●	●	●
Oven/Range/Cooktop		●	●	●	●
Trash Compactor		●	●	●	●
Re-Key Service	●	N/A	●	●	
UPGRADES	First Class Upgrade	\$100		●	●
	Codes, Mods, and More	\$100	N/A	\$100	●
	Plumbing Plus	\$100	N/A	\$100	●
	Appliance Plus	\$100	N/A	\$100	\$100
OPTIONS	Heating, Central Air Conditioning, and Ductwork	●	\$70	●	●
	Clothes Washer and Dryer	\$85	N/A	●	●
	Kitchen Refrigerator	\$50	N/A	●	●
	Washer/Dryer/Kitchen Refrigerator	\$120	N/A	●	●
	Additional Refrigeration	\$50	N/A	\$50	\$50
	Pre-Season HVAC Tune-up	\$25	N/A	\$25	\$25
	Limited Roof Leak	\$100	N/A	\$100	\$100
	Ornamental Fountain	\$80	N/A	\$80	\$80
	Outdoor Kitchen	\$100	N/A	\$100	\$100
	Pool and/or Spa Equipment	\$200	N/A	\$200	\$200
	Septic System	\$75	N/A	\$75	\$75
	Sewage Ejector Pump	\$35	N/A	\$35	\$35
	Water Softener/Reverse Osmosis Water Filtration System	\$75	N/A	\$75	\$75
	Well Pump	\$85	N/A	\$85	\$85
	Subterranean Termite Treatment*	\$50	N/A	\$50	\$50
	Pest Control Services	\$50	N/A	\$50	\$50

\*One time Service Call Fee per plan for termite treatment is \$200.

Please review the sample contract for specific coverage, terms, and limitations. Sales tax included (where applicable).

## Buyer's Pricing for homes under 5,000 sq. ft.

Buyer's Coverage	Basic Plan		Eagle Premier		The Max Plan	
	1 Year	2 Year	1 Year	2 Year	1 Year	2 Year
Single-Family Home	☐ \$475	☐ \$880	☐ \$640	☐ \$1,185	☐ \$780	☐ \$1,445
Condo/Townhouse/Mobile Home	☐ \$420	☐ \$775	☐ \$565	☐ \$1,045	☐ \$685	☐ \$1,265

## Options and Upgrades

Buyer's optional coverage is available when basic buyer's coverage is selected. Seller's basic and optional coverage requires the purchase of buyer's coverage. Seller's coverage maximum 180 days.

	For Seller	For Buyer	
	Up to 180 Days	1 Year	2 Year
Heating, Central Air Conditioning, and Ductwork	☐ \$70	Included in buyer's plans	
First Class Upgrade (Included with Eagle Premier and The Max Plan)	☐ \$100		☐ \$200
Codes, Mods, and More (Only available with purchase of First Class Upgrade. Included with The Max Plan)	N/A	☐ \$100	☐ \$200
Plumbing Plus (Included with The Max Plan)	N/A	☐ \$100	☐ \$200
Appliance Plus	N/A	☐ \$100	☐ \$200
Clothes Washer and Dryer (Included with Eagle Premier and The Max Plan)	N/A	☐ \$85	☐ \$170
Kitchen Refrigerator (Included with Eagle Premier and The Max Plan)	N/A	☐ \$50	☐ \$100
Washer/Dryer/Kitchen Refrigerator (Included with Eagle Premier and The Max Plan)	N/A	☐ \$120	☐ \$240
Additional Refrigeration	N/A	☐ \$50	☐ \$100
Pre-Season HVAC Tune-up	N/A	☐ \$25	☐ \$50
Limited Roof Leak	N/A	☐ \$100	☐ \$200
Ornamental Fountain	N/A	☐ \$80	☐ \$160
Outdoor Kitchen	N/A	☐ \$100	☐ \$200
Pool and/or Spa Equipment	N/A	☐ \$200	☐ \$400
Septic System	N/A	☐ \$75	☐ \$150
Sewage Ejector Pump	N/A	☐ \$35	☐ \$70
Water Softener/Reverse Osmosis Water Filtration System	N/A	☐ \$75	☐ \$150
Well Pump	N/A	☐ \$85	☐ \$170
Subterranean Termite Treatment*	N/A	☐ \$50	☐ \$100
Pest Control Services	N/A	☐ \$50	☐ \$100

## Totals

Home Warranty Plan \$ \_\_\_\_\_ + Optional Coverage \$ \_\_\_\_\_ = Total \$ \_\_\_\_\_

Sales tax included (where applicable)

## Buyer's Pricing for Multiple Units or New Construction

### Multiple Units

Buyer's coverage only. To order coverage visit [firstamrealestate.com](http://firstamrealestate.com) or call 800.444.9030. Not available for New Construction.

Duplex	\$665
Triplex	\$1,000
Fourplex	\$1,330

### New Construction

Buyer's coverage only. To order coverage or get quote for option pricing, please call 800.444.9030. Covers years 2-5.

Single-Family Home/Condo/ Townhouse/Mobile Home	\$715
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## Address to Be Covered

Street Address \_\_\_\_\_ Unit # \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

## Buyer Information

BUYER'S Name \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

## Seller Information

SELLER'S Name \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

## Real Estate Company

REAL ESTATE COMPANY \_\_\_\_\_

Office Phone \_\_\_\_\_

Referring Agent \_\_\_\_\_

Representing  Buyer  Seller Email \_\_\_\_\_

OTHER BROKER NAME (if applicable) \_\_\_\_\_

Office Phone \_\_\_\_\_

Agent \_\_\_\_\_

Representing  Buyer  Seller Email \_\_\_\_\_

## Closing Company

CLOSING COMPANY \_\_\_\_\_

Closing Officer's Name \_\_\_\_\_

Office Phone \_\_\_\_\_ Email \_\_\_\_\_

Estimated Close Date \_\_\_\_\_

File # \_\_\_\_\_

## Acceptance or Waiver

**I ACCEPT** the home warranty coverage and options I have selected.

**I DECLINE** the benefits of this coverage. I agree not to hold the above real estate company, broker and/or agents liable for the repair or replacement of a system or appliance that would otherwise have been covered by this plan.

Signature \_\_\_\_\_ Date \_\_\_\_\_

The real estate agent offering this program does so as a service to protect their client's best interest. They receive no direct commission or compensation from First American Home Warranty.

Agents: Please give your client a sample contract. Contract will be sent to the buyer upon receipt of payment by First American. Confirmation # \_\_\_\_\_

## Next Steps:

### Homebuyers and Sellers

Choose your plan and options on page 15 and ask your real estate professional to order your coverage.

Need to request service?

**web: firstamrealestate.com**  
**phone: 800.992.3400**

### Real Estate Professionals

Sign in to your account to order online or order by phone:

**web: firstamrealestate.com**  
**phone: 800.444.9030**

**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 Z) 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.

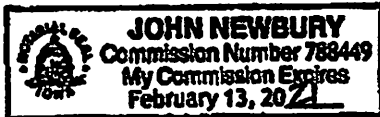
Westport Development LLC

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**

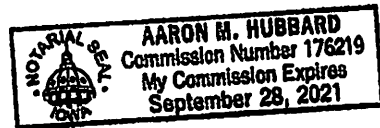
**WESTPORT DEVELOPMENT, LLC**

By:   
Willis Van Zee, Managing Member

STATE OF Texas, 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 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.

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.



[Handwritten Signature]  
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.

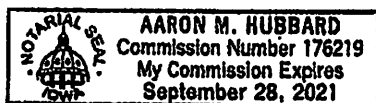
OWNER / DECLARANT


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.

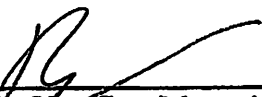
Ramps - No skateboard ramps or bicycle ramps allowed that cannot be disassembled each day and removed.

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**

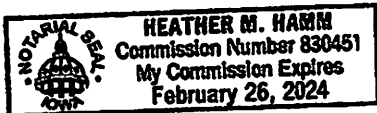
WESTPORT DEVELOPMENT, LLC

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.

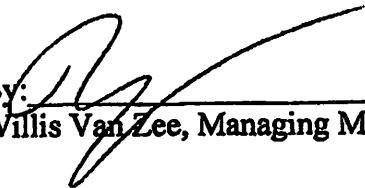
THE FOLLOWING PARAGRAPH SHALL BE ADDED TO THE DECLARATION:

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

**2024-08531**

**RECORDED: 06/11/2024 09:39:27 AM**

**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; Book 2023; Page 11894

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

**THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Amendment")** is made this 10 day of April, 2024 (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, and amended on August 14, 2023 in Book 2023; Page 11894 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 END OF ARTICLE XXVI OF THE DECLARATION:

XXVI. Owners Association: [All language previously encompassed in the article]

IN ADDITION: The detention/retention ponds were constructed for the sole purpose of satisfying the Stormwater Management Facilities Maintenance Agreement with the City of West Des Moines for the stormwater of all Westport Development Residences. No fishing, swimming, wading, boating or any other recreational activities are allowed in the pond.

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 Dallas:

This record was acknowledged before me this 10<sup>th</sup> day of April, 2024, by Willis Van Zee as Managing Member of Westport Development, LLC.

  
Signature of Notary Public



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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; Book 2023; Page 11894; Book 2024; Page 08531

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

**THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the “Amendment”)** is made this 4 day of October, 2024 (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, and amended on August 14, 2023 in Book 2023; Page 11894 and amended June 11, 2024 in Book 2024; Page 08531 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 FOURTH AMENDMENT TO PARAGRAPH III OF THE DECLARATION AS AMENDED STATES AS FOLLOWS:

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.

AND IS AMENDED TO;

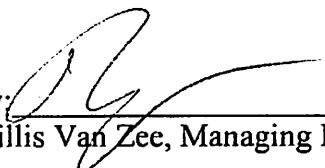
III BUILDING RESTRICTIONS AND REQUIREMENTS:

F. For lot 5 through lot 28 building plans may be submitted to the Declarant for homes with a square footage under the square footage requirement of the original covenant. These plans will be reviewed by the declarant and approved or denied at the declarant's sole discretion.

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 4th day of October, 2024, by Willis Van Zee as Managing Member of Westport Development, LLC.

  
Signature of Notary Public





Destiny Walker-Woods <listings@charklisares.com>

## MidAmerican Energy - Requested Energy Cost

1 message

MidAmerican Energy Company <customerselfservice@midamerican.com>

Mon, Sep 16, 2024 at 1:53 PM

To: char@charklisares.com



# Monthly Energy Cost

**Effective Date:** 09/16/2024

**Address:** 11023 BROOKDALE DR

**Meter Information:** Electric On  
Gas On

**Average Energy Cost:** \$136.00

The average monthly energy cost provided is based on 24 months of prior usage for the meters shown above. Actual monthly costs will vary based on a number of circumstances, such as occupancy, usage habits and changes in appliances and other household equipment.

**Thank you,  
MidAmerican Energy Company**

 888-427-5632



**Please do not reply directly to this email.**

[My Account](#) | [Privacy Policy](#) | [Feedback](#)

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# ADDENDUM TO PURCHASE AGREEMENT

Buyer: \_\_\_\_\_

Seller: Dana Tracy and Allen Tracy

Address of Property: 11023 Brookdale Drive, West Des Moines, IA 50266

Date of Purchase Agreement: \_\_\_\_\_

The following additional terms and conditions are hereby incorporated into the above described Purchase Agreement:

Important Additional Information:

Radon: Buyers acknowledge they will test and/or mitigate for radon at their own expense.

Home Inspection: Inspections are for informational purposes only, not to enforce current building codes for older homes. Normal wear and tear is expected in resale properties. Seller will address life-threatening safety issues or deficiencies exceeding \$500 or more, identified during the inspection.

Market Activity: The property will remain actively listed on the MLS until an executed inspection addendum is received. This means other buyers can view and make back-up offers on the property.

Earnest Money: RE/MAX Hilltop will receive earnest money before scheduling a property inspection.

Appraisal: If an appraisal contingency exists and the property appraises BELOW the purchase price, the buyer will provide the Seller with the complete appraisal report, and the Seller will decide within 2 days if they will lower the purchase price to the appraised value. Any appraisal requirements or costs associated with the requirements are solely the buyer's responsibility, except for FHA or VA loans.

Buyer <span style="float: right;">Date</span>

Buyer <span style="float: right;">Date</span>

<i>Dana Tracy</i>	dotloop verified 01/14/25 10:33 PM EST TWZX-STTG-MMLJ-WHQP
Seller <span style="float: right;">Date</span>	

<i>Allen Tracy</i>	dotloop verified 01/14/25 10:36 PM EST YGVF-SOTR-02AF-0ADA
Seller <span style="float: right;">Date</span>	



### UTILITY CONTACTS

PROPERTY ADDRESS: 11023 Brookdale Drive, West Des Moines, IA 50266

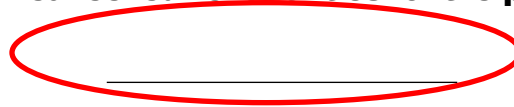
SELLER(S): Dana Tracy and Allen Tracy

BUYER(S): \_\_\_\_\_

DATE OF PURCHASE AGREEMENT: \_\_\_\_\_

SELLERS are providing the following contacts to assist BUYERS with the transfer of utilities.

**PLEASE NOTE: SELLERS will cancel current utilities for the property effective**



There may be a variety of options for each utility. The list below simply shows the provider currently used by the SELLERS.

**Gas:**  
 Provider: City of Waukee  
 Phone: 515-978-5502

**Electric:**  
 Provider: MidAmerican Energy  
 Phone: 1-888-427-5632  
 (If BLANK, same as Gas Utility)

**Water:**  
 Provider: City of Waukee  
 Phone: 515-978-5502

**Trash:**  
 Provider: City of Waukee  
 Pick up day: \_\_\_\_\_  
 Phone: 515-978-5502

**Cable (if any):**  
 Provider: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**Internet (if any):**  
 Provider: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 (If BLANK, same as Cable Utility)

**Home Security (if any):** \_\_\_\_\_  
 Provider Phone

**Door Bell Security (if any):** \_\_\_\_\_  
 Website

\_\_\_\_\_ Password