

94-27262 Woodbury Woods Phase 2

COMPARED

AMENDMENT TO
PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
OF WOODBURY WOODS SUBDIVISION, PHASE II, CITY OF COUNCIL BLUFFS,
POTTAWATTAMIE COUNTY, IOWA

The Protective Covenants, Conditions, Restrictions, and Easements recorded in Pottawattamie County, Iowa, Register of Deeds Office, Instrument Number 9304711 and affecting the following real estate:

Lots 1 through 42, Woodbury Woods Subdivision, Phase II, City of Council Bluffs, Pottawattamie County, Iowa as surveyed, platted and recorded.

10. Paragraph 4, sub-heading 3 shall be amended as follows:
No structures shall be erected, altered, placed or permitted to remain on any residential building plot, as hereinafter defined, other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage, attached breezeways and other outbuildings incidental to residential uses. Such structures shall contain a ground floor area, exclusive of porches, breezeways, carports, and garages of a minimum of 1200 square feet in the case of a one-story, and no less than 850 square feet in the case of a two story structure. In the case of a tri-level, no less than 1700 square feet, and in the case of a split-foyer, raised ranch, or multi-level, a minimum of 1200 square feet is required on the main living levels. All require a two car or larger garage.

11. All construction plans and plot plans showing the location and design of the structure must be submitted to The Three Amigo's Inc. or its assigns, which shall consider such plans and materials, exterior design and colors, location of improvement upon building plot; provided that The Three Amigo's Inc. specifically reserves the right to deny permission to construct any type of structure, exterior color, or improvement which it determines will not conform to its master plan for development of the subdivision.

12. The front and side yards and 15 foot to the rear of the foundation shall be fully sodded at the time of completion of the improvements, with the exception of Lot 42, which is excluded from this requirement.

Dated this 30th day of December 1993
The Three Amigo's Inc.
A Nebraska Corporation

by Gerald A. Mahan
President

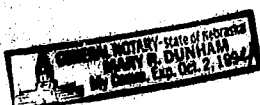
Attest:

Frankie M. Watkins
Secretary

STATE OF NEBRASKA
COUNTY OF SARPY

ON THIS 30 DAY OF December 1993 BEFORE ME Mary Dunham
A NOTARY PUBLIC IN AND FOR THE COUNTY OF SARPY STATE OF NEBRASKA,
PERSONALLY APPEARED GERALD A. MAHAN AND FRANKIE M. WATKINS EACH
OF WHOM TO ARE PERSONALLY KNOWN, AND EACH OF WHOM BY ME SEVERALLY
SWORN ON OATH FOR HIMSELF DID SAY, THAT THE SAID GERALD A. MAHAN
IS PRESIDENT, AND THE SAID FRANKIE M. WATKINS IS SECRETARY, DID
SEVERALLY ACKNOWLEDGE THE EXECUTION OF SAID INSTRUMENT TO BE THE
VOLUNTARY ACT AND DEED OF SAID CORPORATION, BY IT VOLUNTARILY
EXECUTED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SIGNED MY NAME AND AFFIXED
MY NOTARY SEAS THE DAY AND YEAR LAST ABOVE WRITTEN.



Mary Dunham
NOTARY PUBLIC IN AND FOR Sarpy COUNTY,
STATE OF NEBRASKA

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Protective Covenants, Conditions, Restrictions and Easements for Woodbury Woods

The following covenants, conditions, restrictions and easements are hereby imposed upon the following described Real Estate and are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from date, after which time said covenants shall be automatically extended for successive periods of 10 years unless an agreement signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part:

Lots 1 through 48, Woodbury Woods, a subdivision in Pottawattamie County, Iowa as surveyed, platted and recorded.

By acceptance of this conveyance, the grantee, in consideration of the premises, binds himself, his heirs, executors and administrators or grantees to strictly observe and perform all of the restrictions and covenants herein contained.

Invalidation of any one of the covenants herein contained by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

The Grantor agrees that all further deeds of property in this subdivision made by it shall contain all of these covenants and restrictions.

1. All lots described herein shall be known, described and solely as residential lots; any structure erected on any residential building lot shall be a single family dwelling not to exceed two stories in height; each dwelling shall have a minimum of a two car garage.
2. No open fence shall be built to a height greater than 6 ft. on that section which shall comprise the rear lot area of the property. No fences or hedges shall be placed or maintained forward of the front building line.
No receptacle for mail shall be erected unless the mailbox shall be constructed of new materials and be placed upon such parts of the lot as are approved by the postal authorities.
3. No structures shall be erected, altered, placed or permitted to remain on any residential building plot, as hereinafter defined, other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage, attached breezeways and other outbuildings incidental to residential uses, nor containing a ground floor area, exclusive of porches,

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breezeways, carports, and garages of less than 1,300 square feet in the case of one story, nor less than 900 square feet in the case of a two story structure. In the case of a tri-level, no less than 1,700 square feet. (nor having less than two automobiles). For the purpose of these restrictions, two story height shall be defined as a structure with 2 floors above the basement level.

4. No noxious or offensive trade or activity shall be carried on upon any plot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside radio, television or other electronic antenna or aerial shall be erected on any building plot without written consent of Three Amigo's Inc., a Nebraska corporation.
5. Boats, camping trailers, automobiles, auto-drawn trailers, motorized mobile homes, or recreational vehicles may be kept on the premises provided they are parked behind the front building line and screened from view.
6. No repair of automobiles will be permitted outside of garages on any lot at any time; nor will any vehicle offensive to the neighborhood be visible stored, parked or abandoned in the neighborhood.
7. No incinerator or trash burner shall be permitted on any lot. No fuel tank shall be permitted to remain outside of any dwelling unless fully screened from view (not visible from street or neighboring lots). No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use. Any exterior air conditioning condenser unit shall be placed in the rear or side yard.
8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
9. The exposed front foundation wall (and also the wall facing the side street on corner lots) of all main residential structures must be constructed of or faced with brick or simulated brick or stone or stucco. All exposed side and rear concrete block or masonry foundation walls must be painted. All driveways must be constructed of concrete, brick or laid stone.

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Dated this 24th day of June, 1992.

Three Amigo's Inc.
A Nebraska Corporation

By

Mervin A. Mohan
President

ATTEST:

Franklin Walsh
Secretary

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