

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,

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 a garage for 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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6/11/92

Dated this 23rd day of June, 1992.

Three Amigo's Inc.
A Nebraska Corporation

By Gerald A. Mahan
President

ATTEST:

Frankie Wark
Secretary

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