

Protective Covenants, Conditions,  
Restrictions and Easements for  
Bach's 2nd Subdivision, a Re-Subdivision  
of the NE $\frac{1}{4}$ , SE $\frac{1}{4}$  of Section 19, Township  
75 North Range 43 West of the 5th  
Principal Meridian, Pottawattamie County, Iowa

STATE OF IOWA, Pottawattamie County  
Filed for record this 24th day of Feb 1992 at 11 o'clock AM and recording in Book 92 page 19634  
John Scirtino  
George D. Carter  
Recorder  
9499  
Feb 50

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 3, Bach's 2nd Addition, 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 judgement 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 used solely as residential lots, and no structure shall be erected on any residential building lot other than one detached single family dwelling not to exceed two stories in height and two or more car garage.
2. No open fence shall be built to a height greater than 4'6" 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.
3. 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.
4. 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 of the dwelling screened from view.
5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
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 visibly stored, parked or abandoned in the neighborhood.
7. No incenerator or trash burner shall be permitted on any lot. No fuel tank shall be permitted to remain outside of any dwelling, except on garbage pick-up days, no garbage or trash can shall be permitted 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. No garage door shall be permitted to remain open except when entry to and exit from the garage are required. Any exterior air conditioning condenser unit shall be placed in the rear or side yard.

*Neil R. Bach*

Neil R. Bach

*2/13/92*  
Date

State of Iowa  
County of Pottawattamie

On this 13th day of February, 1992, before me, Gloria D. Carter a Notary Public in and for Pottawattamie County, Iowa, personally appeared Neil R. Bach to me known to be the identical person named herein and who executed the foregoing instrument and acknowledged that he executed same as his voluntary act and deed.

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