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**PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND AGREEMENTS FOR BAY MEADOWS,  
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

**PART A. PREAMBLE**

1. These Covenants shall apply to Lots 7 through 19, inclusive, Block 4; Lots 1 through 18, inclusive, Block 9; Lots 2 through 5, Block 10; all in Bay Meadows, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

2. Nothing herein contained shall in any way be construed as imposing upon the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions by the undersigned, except at the option of the undersigned.

**PART B. RESIDENTIAL AREA COVENANTS**

1. No lot shall be used except for residential purposes, except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one and one-half stories in height, and a private garage for not more than three cars; except on Lot 19, Block 4, Lots 2, 3, 4, 5 and 18, Block 9, and Lots 2, 3, 4 and 5, Block 10, where single-family dwellings are not to exceed two stories in height and a private attached garage for not more than three cars will be allowed.

2. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 1,000 square feet in the case of a one-story structure, nor less than 800 square feet in the case of a one-and-one-half-story structure or a two-story structure, exclusive of porches and garages.

3. In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or nearer than 17.5 feet to any side street line. No building shall be located nearer than 7 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of this Covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,500 square feet.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.

6. 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.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon, or used on,

11. No lot so originally platted shall be used as a building plot if it has been subdivided into smaller lots, provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said lots as originally platted.

12. For each single-family dwelling, there must also be erected a driveway large enough to hold one car, not more than three cars.

13. Public concrete sidewalks four feet wide by four inches thick shall be constructed by the then owner on all sides of all streets, said sidewalks shall be completed at time of completion of the main residential structure and shall be located four feet back of curbline.

14. No fences shall be erected greater than five feet in height and in no case shall be erected within 35 feet of the front property line of any lot.

**PART C. GENERAL PROVISIONS**

1. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part.

2. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any Covenants, either to restrain violation or to recover damages.

3. Invalidity of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

**RALSTON DEVELOPMENT COMPANY**

By Louis A. McFarling  
Louis A. McFarling, President

Attest Russell F. Herwig  
Russell Herwig, Secretary

STATE OF NEBRASKA )  
                          ) ss  
COUNTY OF DOUGLAS )

On this 6<sup>th</sup> day of May, 1965, before me, a Notary Public, duly commissioned and qualified, in and for said county, appeared Louis A. McFarling and Russell Herwig, who are personally known by me to be, respectively, the President and Secretary of the Ralston Development Company, a Nebraska, corporation, and they did acknowledge their execution of the above Covenants to be their voluntary act and deed, and the voluntary act and deed of said corporation.

My commission expires on Oct 14 1966

