

As Recorded in Lands
November 29, 1979

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PROTECTIVE COVENANTS

The undersigned, a Nebraska Partnership, being the owner of the following described real estate, hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate:

A tract of land located in the west one half of the south west one-quarter of Section 1, Township 16 North range 12 east of the 6th Principal Meridian, Douglas County, Nebraska and being more particularly described as follows:

Commencing at the southwest corner of Section 1, Township 16 north, range 12 east; thence N $00^{\circ} 03' 12''$ W (assumed bearing) along the west line of said Section 1, a distance of 660.00 feet; thence S $89^{\circ} 34' 26''$ E a distance of 50.00 feet to a point on the east right of way line of 72nd Street and the point of beginning; thence N $00^{\circ} 03' 12''$ W, along the east right-of-way line of 72nd Street, a distance of 655.95 feet; thence, continuing along said east right-of-way line of 72nd Street, N $00^{\circ} 02' 40''$ W a distance of 705.63 feet; thence N $89^{\circ} 57' 20''$ E a distance of 52.36 feet; thence along a curve to the right having an initial tangent of N $89^{\circ} 57' 20''$ E, a radius of 255.00 feet and whose central angle is $50^{\circ} 41' 45''$, an arc distance of 225.63 feet; thence continuing along a curve to the right having an initial tangent of S $39^{\circ} 20' 55''$ E, a radius of 170.00 feet and whose central angle is $50^{\circ} 43' 46''$ an arc distance of 17.00 feet; thence N $56^{\circ} 22' 51''$ E a distance of 1214.47 feet to a point on the north south one sixteenth line of the southwest one quarter of Section 1, thence S $00^{\circ} 01' 37''$ W, along said north south one sixteenth line a distance of 1276.53 feet; thence N $89^{\circ} 34' 26''$ W, along a line parallel with and 1320.00 feet north of the south line of the southwest one-quarter of Section 1, a distance of 0.03 feet; thence S $00^{\circ} 06' 09''$ W, along a line parallel with and 1320.00 feet west of the east one-quarter line of the southwest one-quarter of Section 1, a distance of 660.01 feet, thence N $89^{\circ} 34' 26''$ W, along a line parallel with and 660.00 feet North of the south line of the southwest one-quarter of Section 1, a distance of 1268.26 feet to the point of beginning, and containing 45.00 acres more or less.

1. If the present or future owners, users or occupants of any of said described real estate shall violate or attempt to violate any of these Covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute

2. Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provisions. The undersigned reserves the exclusive right to modify, alter or waive these Covenants by means of a recorded written instrument as to any parcel or parcels in cases where the undersigned deems it necessary or advisable because of unusual circumstances or to prevent hardship.

3. The parcels shall be used only for residential and farming purposes. Livestock farming of any nature for commercial purposes shall not be permitted. Household pets may be kept and maintained on the premises for the use, benefit and pleasure of the owner of the parcel and his guests provided they are not kept, bred or maintained for any commercial purpose or in such number as to require licensing. The number of horses or ponies or both permitted on each lot shall not exceed one (1) per acre. No swine, goats or poultry shall be kept on any parcel.

4. Prior to any construction or grading on residential lots, the owner must first submit construction plans to the undersigned and secure their written approval thereof. The decision of the undersigned regarding building design and placement of the improvements on each lot shall be absolute to insure maximum utilization of each site for energy efficient homes with esthetic appeal. Plans shall include site plans showing location of residence, other buildings and structures. Said plans shall include at least four (4) exterior elevations, exterior materials, floor plan, foundation plan, plot plan, landscaping plan, drainage plan and site lines. In the event the owner contemplates construction of a fence, such plans shall include the type of material to be used and the location thereof. Plans will not be returned to the owner. Within thirty days after

5. Construction on or improvement of any residential tract shall be subject to the following restrictions:

a. No parcel shall be resubdivided, altered or changed so as to produce less than 65,340 square feet (1.5 acres).

b. No dwelling shall be permitted on any lot described herein having a ground floor square feet area of less than 1400 square foot of living area for a one-story house or 1100 square foot of living area on the first floor of a 1-1/2 story or taller house. For split level or split entry plans, the foundation walls must enclose a minimum area of 1400 square feet of living area. The computation of living area shall be exclusive of porches, breezeways and garages, and in relation to bi-level, tri-level, split-level or split-entry homes, there shall be excluded from the computation of minimum square feet any finished living area that has rooms above. All residences shall be constructed with a built-in, attached or basement garage for a minimum of two (2) cars. Chimneys and the front elevation of all concrete or cement block foundation, if exposed, must be faced with brick or stone.

c. All power and telephone service wires shall be buried underground. Light sensitive guard lights are prohibited.

d. No trailer, mobile home, modular home, basement, garage, tent, barn or outbuilding shall be erected on a tract at any time for use as a residence.

e. All accessory buildings shall have a useful purpose and be compatible with the residence structure.

5. (cont.)

constructed residence, the siding material may be of a different type than that used on the residence but approval must be obtained from the undersigned. In no event will open lean-tos, pole and roof structure or any temporary shelters be permitted. All fences installed within this described real estate that are fronting on any street or any fence installed from the rear of the residence forward to the front of the lot shall be constructed of wood, not over 4' high, such as split-rail type fencing. It is the intention of this regulation to prohibit the use of wire, rope, chain or chain link fence material for fencing that side of any fenced lot that fronts the street or lies to the side or front of the residence.

f. The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage and the storage or parking of cars, trucks, equipment or other machinery shall likewise be prohibited for any period longer than 30 days.

g. All trash and garbage shall be contained and enclosed in metal or plastic containers.

h. No fuel tanks on the outside of any house shall be exposed to view.

i. Construction of each dwelling or structure must be completed within one year after excavation for footings.

j. Subject to the restrictions on the location thereof hereinafter noted in Paragraph 7 below, not

5. (cont.)

in good growing condition, or replaced as necessary.

Exception: No cedar trees are to be planted on any parcel.

k. No building shall be erected on any lot nearer than 100 feet from the front property line (facing the dedicated roadway), 10 feet from the side lot lines, and 35 feet from the back lot line. Exception: Certain lots may have, upon written request (made necessary because of the design of the improvement) solar placement waivers granted by the undersigned.

6. Any and all livestock maintained on premises shall be kept in accordance with the requirements of S-2 zoning and shall be located to the rear of the residence. On corner lots, said livestock shall be maintained no closer to the street than the residence set-back on the adjoining lot, unless specifically waived by the owner of the adjacent lot. All structures used for the housing or maintenance of livestock, and any areas where livestock are maintained or kept shall be maintained at all times in a clean, neat orderly manner by the owner of said real estate. All horse fencing must be kept in good condition and not allowed to deteriorate or look shabby. The owner of each lot shall take all reasonable and necessary steps to insure adequate rodent control on said lot.

7. No garden or field crop shall be grown upon that portion of any lot nearer to the street than provided for minimum building setback lines; and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot as will interfere with the use and maintenance of any street or walk or the unobstructed view at road intersections sufficient for the safety of pedestrians and vehicles. The owner shall take whatever

9. No objectionable, unlawful or offensive trade or activity shall be carried on upon any parcel nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.

10. None of the land shall be used in whole or in part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or material be kept upon the land that will emit a foul or obnoxious odor, or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over or across any land parcel. All rubbish, trash and garbage shall be removed from the area and shall not be burned by open fire, incinerator, or otherwise on any parcel or any part thereof.

11. No dwelling house constructed in another area or addition and no prefabricated house may be moved onto or permitted to remain on any tract or portion thereof in this parcel without the prior written permission of the undersigned. All trailers, boats, or other recreational or business vehicles shall be stored in either enclosed structures or to the rear of the rear building line of the residence. With the exception of one chattel, whether it be a boat or a camper, or a trailer which may be left unenclosed, all other such chattels must be maintained in an enclosed structure. All trucks shall be enclosed in structures, and trucks shall not be permitted to be parked in driveways or on the public streets. No outside radio or TV antennae may be erected on any lot or portion thereof without the prior written approval of the undersigned. No signs (except real estate

12. (cont.)

as trees, dams, fences or improvements of any kind in said drainage ways. No existing trees or natural terrain shall be disturbed without the prior written approval of the undersigned.

13. A Community Association is hereby authorized to be created at any future date for the owners of the lots in said tract. The owner or owners of each parcel shall be entitled to one voting membership in said Association. The purpose of the Association shall be for the upkeep, promotion and maintenance of said tract.

14. The undersigned, their successors or assigns, are hereby given the right to enter upon any vacant or unattended lot for the purpose of improving its general appearance, to mow weeds, etc., should such become necessary without being classified as a trespasser, provided, however that the owner of the lot shall pay any expense incurred on this account.

15. These restrictions and covenants may be amended or rescinded by written instrument signed by the then owners of seventy-five percent (75%) of the lots in this tract. These protective covenants shall run with and bind the land and shall inure to the benefit of and be enforceable by the Undersigned, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns from the date this Declaration is recorded through December 31, 2000, after which time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument terminating these covenants and restrictions signed by the then owners of seventy-five percent (75%) of the lots in this tract has been recorded prior to the commencement of any

ATTEST:

Emerson S. Welty
Emerson S. Welty

Bertha K. Welty
Bertha K. Welty

Ralph W. Andersen
Ralph W. Andersen

Mina G. Andersen
Mina G. Andersen

ACKNOWLEDGEMENT

STATE OF NEBRASKA)

) SS

COUNTY OF DOUGLAS)

On this 14 day of November, 1979, before me, the undersigned, a notary public in and for said County, personally came Emerson S. Welty, Bertha K. Welty, Ralph W. Andersen and Mina G. Andersen, all partners of Country Place Venture, a Nebraska Partnership, to me personally known as partners in this venture and the identical persons whose names are affixed to the above instrument, and they severally acknowledge the execution to be the voluntary act and deed as such partners and the voluntary act and deed of said partnership.

Witness my hand and seal at Omaha, in said County, the day and year last above written.



Johanna E. Ackermann
GENERAL NOTARY
State of Nebraska
My Commission Expires
May 19, 1982

Johanna E. Ackermann
NOTARY PUBLIC

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C. HAROLD CASLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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