

**PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
for DIETZ MEADOWS
A Subdivision in Sarpy County, Nebraska**

These Covenants shall apply to all lots in Dietz Meadows, a subdivision in Sarpy County, Nebraska, except Lots 1 and 2.

I. All lots shall be used only for single-family residential purposes, and no structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage, attached breezeways and other out buildings incidental to residential use. The term "lot", as used herein, shall mean a lot as now platted in said subdivision or an ownership of parts of two adjoining lots, the total width of which at the front line shall not be less than the width at the front line of either of the lots comprising a part of such ownership, or all of one lot as now platted in said subdivision and part or parts of one or more adjoining lots.

II. No single-family dwelling shall be erected or placed on any lot which has an area of less than seventy-five hundred (7500) square feet. No such dwelling shall be located on any lot nearer than thirty-five (35) feet to the front line of such lot, nor shall any such dwelling, except a detached garage, be located nearer than seven (7) feet to any side line of any lot. On corner lots used for single-family dwellings, regardless of which way the dwelling faces, one street-side yard shall comply with the above front yard requirements; and the other street-side yard shall be not less than one-half of the applicable front yard requirement. For the purposes of this paragraph, eaves, steps and open porches shall not be considered as a part of a dwelling; provided, however, that this shall not be construed to permit any portion of a dwelling to encroach upon another lot. In the event that the Board of Appeals permits a lesser lot area, front or side yard for any lot, then the above restrictions as to such lot shall be automatically superseded by the action of said Board of Appeals.

III. The ground floor enclosed area of any single-family dwelling, exclusive of open porches, open breezeways, basements and garages, shall not be less than nine hundred (900) square feet for a one-story dwelling, nor less than seven hundred twenty (720) square feet for a one-and-one-half or two-story dwelling.

IV. Public concrete sidewalks, four feet wide and four inches thick, shall be installed by the then owner in front of each improved lot and on the side street of each improved corner lot. All sidewalks shall be located and constructed in accordance with all applicable laws, ordinances, regulations and requirements of a governmental authority having jurisdiction thereof.

V. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company and Omaha Public Power District, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power, and for all telephone and telegraph and message service over and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said subdivision, said license being granted for the use and benefit of all present and future owners of lots in said subdivision.

VI. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

VII. No trailer, basement, excavation, tent, shack, garage, barn or other out building shall at any time be used as a residence. Dwellings constructed in another addition or location shall not be moved to any lot within this subdivision. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

IX. The provisions herein shall be binding upon and inure to the benefit of the undersigned, their heirs, administrators, successors and assigns, and their grantees, both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each of the lots above described until January 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of lots it is agreed to change said Covenants in whole or in part. All deeds of conveyance by the undersigned, their heirs, successors, administrators and assigns, or by their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof, and any owner of said lots, immediate or remote, may enforce the provisions hereof against any other owner or owners violating or failing to respect said provisions, irrespective of whether they are prior or subsequent grantees.

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

Donald E. Lamp, President
George D. Coos, Secretary

Witness my hand and official seal at Omaha, Nebraska, the date last
aforesaid.

My commission expires July 6, 1971

Ward Limbley
Notary Public