

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

PART A. PREAMBLE.

1. These COVENANTS shall apply to Lots 2 through 8, inclusive, Block 6; Lots 15 through 26, inclusive, Block 5; Lots 1 through 13, inclusive, Block 7; Lots 1 through 8, inclusive, Block 8; Lots 2 through 5, inclusive, Block 4; Lots 1 through 6, inclusive, Block 22; 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.

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, 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 any lot at any time as a residence, either temporarily or permanently.

8. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

9. 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.

10. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; 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.

11. For each single-family dwelling there must also be erected an attached or basement private garage for not less than one car, nor more than three cars.

12. 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.

13. 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.

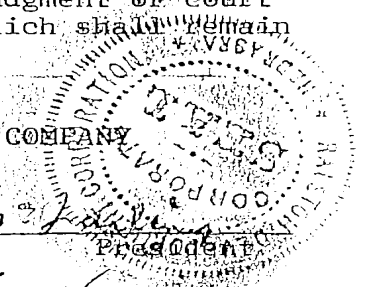
2. Enforcement shall be by proceeding at law, or in equity against any person or persons, violating or attempting to violate any Covenants, either to restrain violation or to recover damages.

3. Invalidation 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

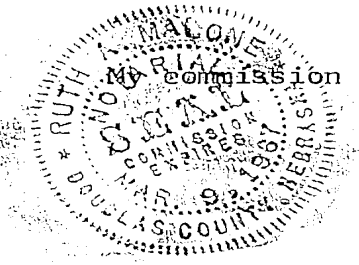
By Louis A. McFarling President

Attest Russell F. Herwig Secretary



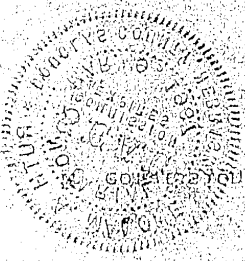
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

On this 13 day of December, 19 62, 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 the 9 day of March, 1967.

Ruth A. Malone
Notary



corporation exhibits on the said day of October, 1902.

NOTARY

Notarially set and read of said corporation.

execution of the above documents to be freely authorized and done, and the
respective company, a partnership corporation, and that the respective party
knowing well to be, respectively, the president and secretary of the Boston
Company, respectively John Y. MacArthur and George MacArthur, who are respectively
before me, a notary public, duly commissioned and qualified in and for said
on this 2 day of October, 1902.

COMPLY OF (SIGNED)
BY (SIGNED)
STATE OF MASSACHUSETTS

MASSACHUSETTS
NOTARY PUBLIC
JAMES J. [unclear]
100 [unclear]
BOSTON, MASS.

in full force and effect.
order shall be no more effect and of the above mentioned parties shall be
3. In testimony of which one of these documents of the said
signed to respective attorney or to respective company.
and before or before, respectively, of respective and company.
5. In testimony of which one of these documents of the said
each respective party to provide said documents to each of the
purpose in the making of a record of the said company of the said
documents shall be respectively authorized for respective before or
that these two the said documents are executed, signed, sealed and
on all before and all before the said parties for a full and
1. These documents are to be kept in the said and shall be
BY ME: (SIGNED) [unclear]

TO BE:
in no case shall be otherwise than as set out in the above and that of the
13. No person shall be authorized to execute any document of the said

addressed and shall be received and filed in the office of the
attorney or company as set out in the above and that of the
shall be the same as the said company or the said company
15. The respective documents shall be filed in the office of the
of the said company or the said company
17. Each document shall be filed in the office of the
of the said company or the said company
19. The said documents shall be filed in the office of the
of the said company or the said company

RECEIVED
DEC 19 1902
THOMAS J. CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, MAINE
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