

VIII. No lot shall be used or maintained as a dumping ground or place for rubbish, trash, garbage or other waste. All incinerators, containers and equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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, 1999, 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.

X. The provisions herein contained are in pursuance of a general plan of improvement and development, and each provision is several and separable, and invalidation of any such provision shall not affect the validity of any other provision.

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.

OWNER: DIETZ MEADOWS, INC.

Donald G. Lamp
Donald G. Lamp, President
George D. Goos
George D. Goos, Secretary

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 9th day of August, 1965, before me, a notary public, duly commissioned and qualified, in and for said County, appeared Donald G. Lamp and George D. Goos, who are personally known by me to be, respectively, the President and Secretary of Dietz Meadows, Inc. (a Nebraska corporation), and they did acknowledge their execution of the foregoing Protective Covenants to be their voluntary act and deed, and the voluntary act and deed of said corporation.

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

Ward Kimbley
Notary Public

My commission expires July 16, 1971

