

PROTECTIVE COVENANTS

THE FARM, LTD., a Nebraska limited partnership, owner of all of the real estate contained in The Farm, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, hereby state, publish and declare that the real estate contained in The Farm, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements.

1. These covenants are to run with the land and shall be binding on all present and future owners of all or any part of the real estate described on Exhibit "A" until January 1, 1999: Lots 1 through 201, inclusive, in The Farm, a subdivision in Douglas County, Nebraska.

2. If the present or future owners, users or occupants of any of the said lots 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 proceedings at law or equity against the person violating or attempting to violate any such covenant and either to prevent him from so doing or to recover damages for such violation.

3. Invalidation of any of these Covenants by judgement or court order shall in no way effect any of the other provisions. These Covenants may not be modified, altered or waived without the written approval of at least 75% of the lot owners in the subdivision.

4. The following lots shall be used only for single-family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for recreational, public, church, educational or charitable uses, to-wit: Lots 1 through 201, inclusive, in said farm, a subdivision in Douglas County, Nebraska (hereinafter called "Residential Lots").

5. Prior to any construction or grading on Residential Lots, the owner must first submit construction plans to the undersigned or its successors, assigns or any person, partnership, or corporation designated by the undersigned and secure its written approval thereof. Plans shall include site plans showing location of residence, other buildings and structures. Said plans shall include exterior elevations, exterior materials, floor plans, 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 materials to be used and the location thereof. Plans will not be returned to the owner. Within thirty (30) days of receipt of said plans the undersigned shall either notify the owner in writing of its approval of the plans or its disapproval and the reasons thereof, but if the undersigned shall fail to send either notice within a thirty (30) day period, then such plans shall be deemed approved. Said plans shall also include the plans, specifications and diagrams of the septic tank.

6. Construction on or improvements of any Residential Lot shall be subject to the following restrictions:

a. Minimum Yards. The minimum front, side and rear yard requirements of a Douglas County single-family 1 (SF-1) zoning District as now enacted shall govern the subdivision. Any waiver or change of such restrictions by Douglas County shall not be effective to alter this Covenant unless the undersigned likewise consents in writing to such waiver or change.

b. Minimum Building Area. No lots shall be used as a building site for a residential structure if the lot has been reduced in area below its originally platted size, unless such lot split, or subdivision has been approved in writing by the undersigned.

c. Minimum Dwelling Size. For said lots 1 through 201 inclusive, each dwelling shall contain not less than 1,800 square feet of finished living space (exclusive of porches, breezeways and garages) and the foundation walls (exclusive of

breezeways and attached garages) must enclose a ground area of not less than 1,200 square feet.

d. Garages. Each residence shall include an enclosed garage for at least two cars (attached, detached or basement).

e. Wiring. All the power and telephone service wires shall be buried underground.

f. Drive. Driveways shall be Portland concrete or asphalt from the public roadway to the garage.

g. Construction of Each Dwelling. Construction must be completed within one year after excavation for footings.

h. Trees. Subject to the restrictions and the location thereof hereinafter noted in Paragraph 9, below, not less than three ornamental or distiguous shade trees must be planted on each Residential Lot within one year after excavation for footings, and thereafter maintained in good growing condition, or replaced as necessary. Further, no trees may be cleared or removed from any Residential Lot without the written approval of the undersigned, or its successors, assigns, or any person, partnership, corporation, or architectural committee designated by the undersigned.

j. Fences. All fences to be constructed must be approved with regard to height, materials and location by the undersigned or its successors, assigns or any person, partnership or corporation designated by the undersigned, to insure uniformity.

7. Any and all livestock maintained on the premises shall be kept in accordance with the requirements of SFl 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 and maintenance of livestock, and any areas where livestock are maintained or kept, shall be maintained at all times in a clean, neat, and orderly manner by the owner of said real estate. Manure in stables must be collected at least daily and placed in concrete or metal fly-proof containers. All manure must removed from the premises

at least weekly. 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.

8. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company (hereinafter called "Licensee or Grantees"), their successors and assigns, and any other public or private utility companies, to erect and operate, maintain or repair, or replace any new buried or underground cables or conduits and other electric and telephone utility facilities for carrying and transmission of electric current for light, heat and power and for all telephone, telegraph and message service over, under, through and upon a five (5) foot strip of land adjoining the side boundary line of said lots in said subdivision, and an eight (8) foot strip of land adjoining the real boundary line of all interior lots and a sixteen (16) foot strip of land adjoining the real boundary line of all exterior lots. A perpetual easement is also reserved in favor of and granted to Sanitary and Improvement District No. 277 of Douglas County, Nebraska, its successors and assigns, to construct, operate, use, maintain, repair, replace and renew water mains over, under, through and upon said eight (8) foot strips of land adjoining the rear of the interior lots and sixteen (16) foot strip of land adjoining the rear of the exterior lots and five (5) foot strips of land adjoining the side boundary lines of said lots in said subdivision. Said license and easements are granted for the use and benefit of all present and future owners of lots in said subdivision; provided, however, that said side lot lines are granted upon the specific condition a) that at least one of said Licensees or Grantees must construct such facilities along said lot lines within sixty (60) months from the date hereof, or, b) if any such facilities are constructed but are thereafter removed, same must be replaced within sixty (6) days after its removal, failing in either one or both of said conditions, then these side line easements shall automatically terminate and

become void as to such unused or abandoned easementways on any of said lots. No permanent buildings, trees, or retaining walls or loose rock walls shall be placed in the said easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses and rights granted herein.

9. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building set-back line. No trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot as will interfere with the use or maintenance of any street or ways to be unobstructed view at street intersections sufficient to the safety of pedestrians and vehicles. The owner shall take whatever steps are necessary to control noxious weeds on his real estate. Ground coverage shall be maintained on all lots in order to prevent erosion. Any and all dead trees and shrubery must be removed at the owner's expense.

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 eyes; nor shall any substance or materials be kept upon the land that will emit a foul or noxious odor, or cause any noise or 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 lands in the subdivision. All rubbish, trash and garbage shall be removed from the subdivision, shall not be burned by open fire, incinerator or otherwise on the subdivision or any part thereof.

11. No dwelling house constructed in another area or addition and no prefabricated house may be moved onto or be permitted to remain on any lot or portion thereof in this subdivision, without the prior written approval 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. All trucks shall be enclosed trenches, and trucks shall not be permitted to be parked in driveways or on the public streets. No outside TV or radio antennas may be erected on any lot or any portion of a lot without the prior written approval of the undersigned. All signs or billboards of any type or nature whatsoever shall be placed on, constructed or erected on any lot or portion of a lot without the prior written approval of the undersigned.

12. No water cooled air conditioning units shall be operated or used in any dwelling unless operated in conjunction with a water conserving tower or device which has been approved in writing by the undersigned or by the Clerk of Sanitary and Improvement District No. 277 of Douglas County, Nebraska.

13. Lots 202 through 208, inclusive, are to be used for recreation purposes and the land and improvements located on these lots will be owned by Sanitary and Improvement District no. 277 of Douglas County, Nebraska.

DATED this 7<sup>th</sup> day of June, 1977.

THE FARM, LTD., a Nebraska  
limited partnership

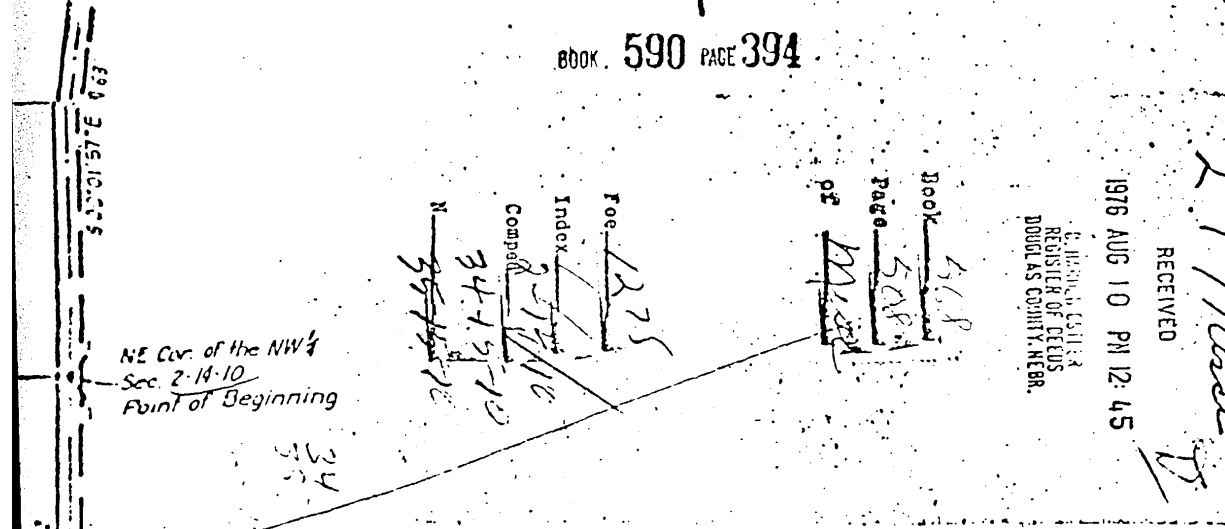
By: LUEDER DEVELOPMENT, INC.

By: Dennis B. Andersen  
Dennis B. Andersen, President

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LEGAL DESCRIPTION

S.I.D. BOUNDARY

A tract of land consisting of the South 1/2 of the SW 1/4 of Section 35 and the South 1/2 of the SE 1/4 of Section 34 lying Southeasterly of the Elkhorn River in Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska; and the North 1/2 of the NW 1/4 of Section 2, Township 14 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, said tract of land more particularly described as follows:

Beginning at the Northeast corner of said NW 1/4 of Section 2; thence S00°04'00"W, (assumed bearing), along the east line of said NW 1/4 of Section 2, a distance of 1286.86 feet to the Southeast corner of the NE 1/4 of said NW 1/4 of Section 2; thence S89°58'01"W, along the South line of said North 1/2 of the NW 1/4 of Section 2, a distance of 2636.56 feet, to the Southwest corner of the NW 1/4 of said NW 1/4 of Section 2; thence N00°01'34"W, along the West line of said NW 1/4 of Section 2, a distance of 1285.89 feet, to the Northwest corner of said Section 2; thence N89°56'17"W, along the South line of said SE 1/4 of Section 34, a distance of 2524.46 feet, to the point of intersection of said South line of the SE 1/4 of Section 34 and the Easterly high bank of said Elkhorn River; thence along said Easterly high bank of the Elkhorn River on the following described courses; thence N18°42'44"E, a distance of 24.31 feet; thence N23°05'14"E, a distance of 113.57 feet; thence N25°03'51"E, a distance of 91.73 feet; thence N36°27'29"E, a distance of 90.20 feet; thence N24°31'36"E, a distance of 263.95 feet; thence N18°37'23"E, a distance of 204.70 feet; thence N31°54'45"E, a distance of 111.27 feet; thence N16°25'03"E, a distance of 242.43 feet; thence N14°50'44"E, a distance of 251.87 feet; thence N14°52'14"E, a distance of 36.05 feet to the point of intersection of said Easterly high bank of the Elkhorn River and the North line of said South 1/2 of the SE 1/4 of Section 34; thence S89°54'49"E, along said North line of the South 1/2 of the SE 1/4 of Section 34, a distance of 2003.77 feet to the Northeast corner of the SE 1/4 of said SE 1/4 of Section 34; thence N89°58'53"E, along the North line of said South 1/2 of the SW 1/4 of Section 35, a distance of 2637.74 feet, to the Northeast corner of the SE 1/4 of said SW 1/4 of Section 35; thence S00°01'57"E, along the East line of said SW 1/4 of Section 35, a distance of 1320.63 feet to the Point of Beginning.

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