

PROTECTIVE AND RESTRICTIVE COVENANTS

GREEN MEADOWS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, That,

WHEREAS, the undersigned Robert J. Sabinske and Anita Sabinske are the owners of the following described real estate located in Douglas County, Nebraska, to-wit:

All of the East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) and all of the West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twelve (12), Township Fifteen (15) North, Range Eleven (11) East of the Sixth (6) Principal Meridian, except the South (S) Thirty-Three (33) feet thereof in Highway right-of-way.

WHEREAS, the owners desire to place certain restrictions on the lots shown on the plat of said subdivision for use and benefit on the present owner and its grantees;

NOW, THEREFORE, the said owners do hereby publish and declare said lots to be subject to the following restrictions and conditions to run with the land, to-wit:

1. None of said lots shall be improved with or occupied for other than private single family residential purposes.
2. No building or structure shall be erected, planned, or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building or structure have been approved in writing as to general plan and external design and as to location of the building or structure with respect to property and setback lines by the subdivider or his legally appointed agent, successor, heir or assign. Should the subdivider or his agent fail to approve or disapprove such plans, design, and location within thirty days from date after such plans have been submitted to him, or, in any event, if no suit to enjoin the erection of such building or structure or the making of such alteration has been commenced prior to the completion thereof, then such approval will not be required, and this covenant will be deemed to have been complied with. Neither the subdivider nor his agent shall receive any compensation for such services. The powers and duties outlined therein shall cease on and after January 1, 1953. Thereafter such approval shall not be required unless, prior to said date, and effective thereon a written instrument

duly recorded shall be executed by the then recorded owners of a majority of the lots, appointing one or more representatives thereafter to exercise these powers.

3. All residences erected or moved on said lots shall have a ground floor area of the main structure, exclusive of garages, porches, and terraces, of at least 1,000 square feet. All other structures shall be in the rear of the dwelling house.

4. No basement, tent, shack, garage, barn, or trailer, or any other out-building shall be occupied or used as a residence temporarily or permanently, nor shall any temporary structure be occupied as a residence. The dwelling shall be completed on the exterior within six (6) months after commencement of construction of any building or structure of any type. All buildings shall be finished and painted or stained on the outside, unless stone or brick.

5. When public sewers become available, dwellings then under construction or subsequently to be built must make use thereof. No residence shall be built or moved on any single lot of less than 60 foot frontage until public sewers are available, except in those cases where the lot widens toward the rear, or is of exceptional depth, and the square footage would be considered adequate to meet sanitary disposal system requirements to the standards set by the Public Health department. Pending availability of sewers, when any improvements are erected on any lot in this subdivision, the owner shall at that time construct a sanitary disposal system of design approved by the Omaha-Douglas County Health Department, and correctly install the sanitary disposal system as to be harmless to adjoining properties.

6. An easement of five feet wide is hereby reserved on, over and under all rear and side lot lines for utility installations and maintenance. No building or structure, except fences, walls and hedges shall be erected within the said easement, or any existing easement on said subdivision. The restriction against building upon utility easements within five feet of side lot lines shall apply only to the outer side lot lines where an owner owns two or more contiguous lots.

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

8. No part of any lot or any improvement erected thereon shall be used for raising poultry, housing of cows, horses, or any other livestock.

9. 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 (20) 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.

10. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

11. Invalidation of any of these covenants by Judgment of Court Order shall in no wise affect any of the other provisions which shall remain in force and effect.

IN WITNESS WHEREOF, WE have executed this instrument at Omaha, Douglas County, Nebraska, this 24 day of May, 1957.

Robert J. Sabinske

Anita Sabinske

ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

On this 24 day of May, 1957, before me, the undersigned Notary Public duly commissioned and qualified for said county, personally came Robert J. Sabinske and Anita Sabinske, husband and wife, to me known to be the identical persons whose names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

Cather M. Lodge
Notary Public

My commission expires the 2nd day of April, 1960

ENTERED IN RECORD BOOK AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

27 MAY 1957 M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 375

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 and 38, Block 1; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31, Block 2; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23, Block 3; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31, Block 4; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block 5; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53 and 54, Block 6; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50 and 51, Block 7; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32, Block 8; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, Block 9; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35, Block 10; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31, Block 11; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21, Block 12; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21, Block 13; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42 and 43, Block 14; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32, Block 15; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27, Block 16; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block 17; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block 18; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block 19; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 20; Lots 1, 2, 3, 4, 5, 6, 7, 8, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27, Block 21; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33, Block 22; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, Block 23; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 24; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 and 42, Block 25; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, Block 26; Green Meadows, a Subdivision in Douglas County, Nebraska.