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BOOK 57 OF Miss. Rec.  
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LOTS 43 THROUGH 73, INCLUSIVE,  
LOTS 76 THROUGH 84, INCLUSIVE,  
LOTS 99 THROUGH 157, INCLUSIVE,  
LOTS 160 THROUGH 181, INCLUSIVE,  
AND LOTS 189 THROUGH 193, INCLUSIVE  
OF GREEN MEADOWS

*Richard H. Hill*  
REGISTER OF DEEDS

THIS DECLARATION, made on this 30 day of March,  
1979, by THUNDERBIRD REALTY CO., a Nebraska Corporation, who is the  
developer of Green Meadows, and DONALD M. VERVAECKE, MARLEE L.  
VERVAECKE, MAURICE M. VERVAECKE, LUCILLE A. VERVAECKE and MARY K.  
McCORMACK, (hereinafter referred to as "Declarant"),

WITNESSETH:

WHEREAS, the Declarant is the owner of the following-described  
real property:

Lots 43 through 73, Inclusive, Lots 76 through 84,  
Inclusive, Lots 99 through 157, Inclusive, Lots 160  
through 181, Inclusive, and Lots 189 through 193,  
Inclusive, of Green Meadows, a platted and recorded  
subdivision in Sarpy County, Nebraska.

WHEREAS, the Declarant will convey said lots, subject to  
certain protective covenants, conditions, restrictions, reservations,  
liens and charges as hereinafter set forth.

NOW, THEREFORE, the Declarant hereby declares that all of  
the lots described above shall be held, sold, and conveyed subject  
to the following restrictions, covenants, and conditions, all of  
which are for the purpose of enhancing and protecting the value,  
desirability and attractiveness of said lots. These covenants,  
restrictions, and conditions, shall run with said real property,  
and shall be binding upon all parties having or acquiring any right,  
title or interest in the above-described lots, or any part thereof,  
and they shall inure to the benefit of each owner thereof.

1. Approval of Plans and Specifications. No building or  
structure of any kind may be erected on, or moved onto, or have any

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alteration in the exterior design of the original construction; until plans and specifications have been submitted to, and approval thereof has been given in writing by Thunderbird Realty Co. or its assigns. The building, structure or alteration hereinafter referred to shall be constructed in accordance with said plans and specifications, and any changes shall be approved in writing by Thunderbird Realty Co. or its assigns. The plans and specifications submitted shall include:

- Plot Plans
- Grading Plans
- Construction Plans and Specifications
- Exterior Color and/or Materials

Thunderbird Realty Co. shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot, and proposed finished grade; provided that Thunderbird Realty Co. and its designee specifically reserve the right to deny permission to construct any type of structure or improvement which it determines will not conform to the general character, plan and scheme for development of the subdivision. The approval or disapproval of Thunderbird Realty Co. or its designee as required in these covenants shall be in writing. Failure of Thunderbird Realty Co. or its designee to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan by mailing such written approval or disapproval to the last known address of the applicant for approval as shown in the submitted plan shall operate to release such binding plan from the provisions of this paragraph.

2. No lot shall be used except for residential purposes.

3. With the exception of Lots 46 through 58, Inclusive, no building shall be created, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling, and conforming to the following requirements:

<u>TYPE OF DWELLING</u>	<u>MINIMUM AREA</u>	<u>LOCATION OF MINIMUM AREA</u>
a. One story house with attached garage.	1100 square feet	On the main floor. (Garage must be at approximately the same level as the main floor.)
b. One and one-half story house.	800 square feet	On the main floor.
c. Two story house.	800 square feet	Minimum area on the main floor.
d. Split entry (Bi-Level) house.	1096 square feet	Total square feet.
e. Tri-Level (Split level) house.	1450 square feet	Total area above grade.

The maximum height of a dwelling shall be two stories. A basement is not considered a story if it is 100 percent above grade on one side and essentially below grade on the other three sides; if the basement is more exposed above grade, it is a story. Area means finished habitable space measured to the exterior of the enclosing walls, and does not include porches, breezeways, courtyards, patios, basements, garages or carports. Each dwelling shall have a two-car garage with a minimum inside space of 20 feet by 20 feet.

On Lots 46 through 58, Inclusive, these lots may be used for the construction of duplexes. In the event that said lots are to be used as duplex lots, all Plot Plans, Grading Plans, Construction Plans and Specifications, Exterior Color and/or Materials, type of dwelling, height of dwelling, minimum area and location of minimum

area shall be submitted to and approved by Thunderbird Realty Co. or its assigns prior to commencing construction. Thunderbird Realty Co. specifically reserves the right to deny permission to construct any type of duplex structure or improvement which it determines will not conform to the general character, plan and scheme for development of the subdivision. The approval or disapproval of Thunderbird Realty Co. or its designee as required in these covenants shall be in writing. If Lots 46 through 58, Inclusive, are used for single-family residential dwellings, all of the provisions of this paragraph 3 related to detached single-family dwellings shall apply.

4. Exposed portions of the foundation on the front of each dwelling are to be covered with either siding, brick or stone, and exposed portions of the foundation on the sides and rear of each dwelling shall be either covered with brick or siding or shall be painted. Fireplace chimneys shall be covered with stone, wood, brick or stucco. Any material other than those listed must be approved by Thunderbird Realty Co.

5. Dwellings shall not be moved from outside of Green Meadows onto any lot.

6. No structure of any temporary character, trailer, basement, tent, shack, barn or other building shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

7. The Declarant has created a water drainage plan by grading the property and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any lot graded to interfere with

such water drainage plan nor cause damage to the building or neighboring building or lots. No planting or other materials shall be placed or be permitted to remain or other activities undertaken which may damage or interfere with storm drainage, create erosion or sliding problems, or which may change the direction or flow of drainage channels or obstruct or retard the flow of water through drainage channels.

8. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or be permitted to remain on any lot except that a dog house shall be permitted provided the construction plans and specifications and the location of the proposed structure have first been approved in writing by Thunderbird Realty Co. Dog runs shall be placed at the rear of the building. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets maintained within the dwellings may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. It is intended specifically to prohibit horses, ponies or other animals sheltered outside the main dwelling except for the single dog house set out herein.

9. No incinerator or trash burner shall be permitted on any lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling. No garbage, trash can, container or fuel tank shall be permitted to remain outside of any dwelling, except for pickup purposes. During the period of construction, however, there may be occasions when it will be necessary to have temporary propane tanks until gas has been installed in the

subdivision, and the temporary installation of these propane tanks is specifically allowed. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from every street and from all other lots in the subdivision. All exterior air-conditioning condenser units shall be placed in the rear or side yard. Any access buildings must be placed to the rear of the back of the residence, must be on a concrete slab, and the size, design and material to be used for said detached dwelling must be approved by Thunderbird Realty Co. as set out in Paragraph 1.

10. No boat, camping trailer, campers (if removed from the carrying vehicle), auto-drawn trailers of any kind, mobile home, snowmobile, truck, bus, motorcycle, grading or excavating equipment or other heavy machinery or equipment, van or aircraft shall be stored outside the garage or in any manner left exposed on any lot at any time forward of the rear line of the house. All storage of any of these items will be subject to written approval by Thunderbird Realty Co. as set out in Paragraph 1. No automobile or other vehicle undergoing repair shall be left exposed on any lot at any time. This restriction shall not apply to trucks or commercial vehicles within the properties which are necessary for the construction of residential dwellings or maintenance of the same. Boats, campers or mobile homes may be parked on the property for a period not to exceed seven days without securing approval as set out above.

11. All lots shall be kept free from rubbish, debris, merchandise and building materials. In addition, vacant lots shall not be used for dumping of earth or any other waste materials, and

shall be maintained level and smooth enough for machine mowing; no vegetation on vacant lots shall be allowed to reach more than a maximum height of twenty-four inches.

12. Except for the purpose of controlling erosion on vacant lots, no field crops shall be grown upon any lot at any time.

13. No noxious or offensive activity shall be carried on upon any lot, nor shall be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including but not limited to odors, dust, glare, sound, lighting, smoke, vibration and radiation. Any exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity as not to disturb the residence of the adjacent property.

14. No sign, billboard or other structure advertising or the display of advertising material of any kind shall be erected, placed or permitted to remain on any lot except that real estate "For Sale" or "For Rent" signs shall be permitted temporarily in the yard of dwellings which are being offered for sale or rent.

15. Fences are permitted as long as they are no further forward than the front line of the home and do not exceed six (6) feet in height. Solid shrubbery is considered in the same category as a fence. Type of construction for fences will be subject to approval of Thunderbird Realty Co. If fences are desired along the rear property line of Lots 76 through 84, Inclusive, Lots 99 through 157, Inclusive, Lots 160 through 181, Inclusive, and Lots 189 through 193, Inclusive, a privet or hemlock living fence shall be planted and pruned so as not to exceed six (6) feet in height, without the prior written approval of the adjoining lot owners.

16. A dwelling on which construction has begun must be completed within one year from the date the foundation was dug for said dwelling.

17. No Home Occupations shall be permitted other than those enumerated under Home Occupations, Ltd., under Section 16-39 of the Bellevue City Code.

18. Gardens shall be permitted only if maintained in the rear yard of any lot, behind the dwelling on said lot.

19. Within six (6) months of the completion of the building on each lot, the owner shall cause to be planted in the front yard of each lot one tree of at least one and one-half ( $1\frac{1}{2}$ ) inches in diameter. In addition, the owner shall sod all area in front of the dwelling within six (6) months of the date the building is completed.

20. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph message service under easements as specified in the final plat or as modified by due process, and license being granted for the use and benefit of all present and future owners of said lots; provided, however, that said easements are granted upon the specific condition that if both said utility companies fail to construct wires or conduits along any of the said easements within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days



after their removal, then these easements shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easements, but the same may be used for gardens, shrubs, sidewalks, driveways, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

21. All telephone and electric power service from property line to dwelling shall be underground.

22. A perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 114, Sarpy County, Nebraska, their respective employees and representatives, and their assigns, to enter upon any of the said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance and type of sewage being discharged into said sewers.

23. Notwithstanding any provisions herein contained to the contrary, it is expressly permissible for a builder of said building to maintain during the period of construction and sale of said buildings upon such portion of the premises as such builder may choose, such facilities as in the sole opinion of said builder may be reasonably required, convenient or incidental to the construction and sale of said buildings, including, but not limited to, a business office, a storage area, construction yards, signs, model units and sales office.

24. The Declarant or any owner of a lot named herein shall have the right to enforce by a proceeding at law or in equity, all restrictions, conditions, covenants and reservations, now or hereinafter imposed by the provisions of this Declaration either to prevent

or restrain any violation of the same, or to recover damages or other dues for such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

25. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter, this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots covered by this Declaration.

26. Invalidation of one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 30 day of March, 1979.

DECLARANTS:

THUNDERBIRD REALTY CO.,

BY: Donald M. Vervaecke  
Donald M. Vervaecke, President

Donald M. Vervaecke  
Donald M. Vervaecke

Marlee L. Vervaecke  
Marlee L. Vervaecke

Maurice M. Vervaecke  
Maurice M. Vervaecke

Lucille A. Vervaecke  
Lucille A. Vervaecke

Mary K. McCormack  
Mary K. McCormack

ATTEST:

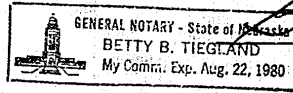
Michael J. [Signature]  
Secretary

Mary K. McCormack  
Mary K. McCormack

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 30 day of March, 1979, before me, the undersigned, a Notary Public in and for said County, personally came Donald M. Vervaecke, President of Thunderbird Realty Co., to me personally known to be the President and identical person whose name is affixed to the above document, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

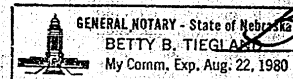


Betty B. Tieglund  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 30 day of March, 1979, before me, the undersigned, a Notary Public in and For said County, personally came Michael McCormack, Secretary of Thunderbird Realty Co., to me personally known to be the Secretary and identical person whose name is affixed to the above document, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

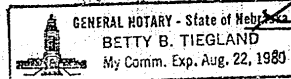


Betty B. Tieglund  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 30 day of March, 1979, before me, the undersigned, a Notary Public in and for said County, personally came Donald M. Vervaecke, Marlee L. Vervaecke, Maurice M. Vervaecke, Lucille A. Vervaecke and Mary K. McCormack, to me personally known to be the identical persons whose names are affixed to the above document, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.



Betty B. Tieglund  
Notary Public