

PROTECTIVE COVENANTS

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until December 1, 1995:

Lots 1-14, both inclusive in Lakeview South, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, 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 any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any 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.

I.  
INTRODUCTION

A. DEFINITIONS: The following terms as used in these Protective Covenants shall be defined and shall apply to all lots and parcels as follows:

1. Landscaped (Landscaping):

An area consisting of grass, trees, shrubs, flowers, and other normal organic lawn materials, inorganic materials such as brick pavers, stone, pebbles, and materials used in retaining walls may be used as minor features. Smooth horizontal surfaces of asphalt or concrete are not considered landscaping.

2. Lot:

A contiguous parcel of land with identifiable boundaries (hereinafter referred to as lot lines or property lines) which is under unified ownership or control. The boundaries of a lot may or may not correspond to the boundaries of the original platted lots of the park.

3. Loading Area:

Any area used for the purpose of maneuvering and parking motor vehicles involved in the shipment or receiving of supplies, equipment, materials, or products to the property.

4. Setback:

The actual distance between a lot line and the corresponding building line of an adjacent structure, or the ex-

tension of such building line, as measured at a 90 degree angle from the lot line.

(a) Front Setback

The setback measured from and along the entire length of any lot line which is common with a public street right-of-way; except, in those situations where a lot line is common with a street right-of-way in which a paved street does not now exist and planned street construction has not been announced; or, where the right-of-way line is not parallel or nearly parallel to the existing or planned street paving; then such a setback shall be evidenced to be a side setback rather than a front setback.

(b) Side Setback

A setback, other than a front setback, measured from and along any lot line which intersects with one or more street right-of-way.

(c) Rear Setback

A setback which is neither a front nor a side setback.

(d) Required Setback

The minimum setback distance as established by these covenants.

5. Signs:

(a) As per Sarpy County and State Codes.

6. Storage Area:

Any area located outside of the confines of a walled building which is used for the storage of non-motor vehicle materials, supplies, products, equipment, refuse, or other personal property.

7. Street Facade:

An exterior building wall, or any portion of an exterior building wall which is visible when viewed at a 90 degree angle from any point along a lot line which is common with an adjacent public street right-of-way.

8. Structure:

Anything other than landscaping, signs, or surface vehicular parking areas which is located on or attached to the ground and projects more than one (1) foot above the immediately surrounding grade.

II.  
SITE USE LIMITATIONS

All uses shall observe the Sarpy County, Nebraska Building Code regarding odor, fumes, dust, smoke, noise, hazards by reason of danger of fire or exposure and other potential nuisances. In addi-

tion, junk yards, creosote treatment or creosote manufacturing operations, animal penning or slaughtering operations, and row crop operations shall be prohibited. Further, all uses shall observe and comply with the Sarpy County, Nebraska zoning regulations.

III.

BUILDING SETBACKS, SIDE YARD, REAR YARD, HEIGHT AND USE

The Sarpy County, Nebraska zoning regulations adopted in February of 1976 and as may be amended, shall govern the height, side yard, rear yard and building setback requirements and also the permitted use of the premises.

That portion of each built-upon lot lying between the street curb line and the extended line of the building closest to the curb line shall be either (a) planted and maintained in grass and shrubbery as a lawn area, or (b) shall be surfaced with walks, driveways, or parking areas constructed of asphalt or concrete, or (c) shall be enclosed by a wall or chain link fence at least five feet in height. These requirements do not extend to any point farther than sixty feet from the abutting curb line(s). Said yard area must be fully improved with one of the above three choices or a combination of any of the three above choices within sixty days after completion of the exterior of the first building upon such lot.

IV.

LOADING AREAS

All loading and unloading operations and vehicle maneuvering shall be off-street. In no case shall loading and unloading be permitted in the required front or side setback areas or in a location which will interfere with ingress or egress. All loading and maneuvering areas shall be paved with either portland cement or heavy duty asphaltic concrete.

V.

OUTSIDE STORAGE

No outside storage is permitted in required front setback areas or required setback areas along any street.

Each owner, tenant or occupant of any building site shall keep said building site and the buildings, improvements and appurtenances thereon in a safe, clean, neat, wholesome condition, and shall comply in all respects with all governmental statutes, ordinances, regulations, health and police and fire department. Each such owner, tenant or occupant shall remove, at its own expense, any rubbish or trash of any character which may accumulate on its building site and shall keep unlandscaping areas maintained. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the premises by burning in open fires.

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VI.  
MAINTENANCE AND LANDSCAPING

Each owner will be responsible for maintenance of his property up to the edge of the pavement on the abutting street or streets, including all lawn and landscaping areas, walks, driveways and building exterior. That portion of each lot which is not improved through the construction of buildings, parking facilities, loading facilities, storage areas and lawn areas shall be landscaped. All landscaping shall be maintained alive and in good condition at all times. All trash, litter and debris shall be kept in appropriate closed receptacles at all times, and all such receptacles shall be screened from all public streets and adjacent lots.

VII.  
MOVING IN EXISTING STRUCTURES

No building constructed in another area or addition may be moved onto or permitted to remain on any lot in this subdivision, unless approved in writing by the undersigned.

VIII.  
TYPE OF CONSTRUCTION AND APPROVAL OF PLANS

Any owner, tenant or occupant of any building site shall submit it the undersigned the plans and specifications for any building, improvements, landscaping, site grading or drainage plan to be placed on the premises without the prior written approval of plans and specifications therefor given by the undersigned. Landscaped areas shall be done attractively with lawn, trees, shrubs and similar treatment and shall be properly maintained in a sightly and well-kept condition.

Metal buildings will be allowed provided that, except for gable ends, door and window openings, fifty percent of the front or side of all building facing upon an abutting street or streets must be constructed or faced with brick or other decorative material approved in writing by the undersigned. Said exterior finish must be constructed within thirty days after the erection of the building. No convex (barrel) (quonset) roof system shall be allowed unless approved in writing by the undersigned.

IX.  
PARKING FACILITIES

All vehicular parking whether customer, visitor, or employee shall be off-street. There shall be maintained on each lot facilities for parking, loading, and unloading sufficient to serve the normal requirements for the business conducted thereon without using adjacent streets; and no regular use shall be made of any lot which will attract parking in excess of the parking spaces then available. All parking areas shall be hard surfaced with either portland cement or asphaltic concrete. The width and location of driveways shall be approved by and conform to Sarpy County, Nebraska standards.

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X.  
SUBMISSION OF PLANS

Before commencing the construction or alteration of any building, enclosure, fence, wall, loading dock, parking facility, storage yard, or any other structure or permanent improvement on or to any lot, the owner shall first submit a notice of intent of construction or alteration which shall include site plans and building elevations or plans and specifications therefor to the undersigned for written approval. In the event that the undersigned shall fail to approve or disapprove such building plans, specifications or site plans within thirty (30) days after they receive the notice and plans, such approval will not be required, and this covenant will be deemed to have been complied with. Notice of such plans is advisory only and the undersigned's receipt of notice and/or any approval or disapproval of such plans by it does not mean that the undersigned assumes any liability with respect to the owners compliance or noncompliance with these covenants. The undersigned may at its sole discretion waive any requirements of this covenant on submission of plans by written statement given to the owner. The undersigned may provide the owner with a written statement that it has complied with this covenant.

XI.  
SEVERABILITY

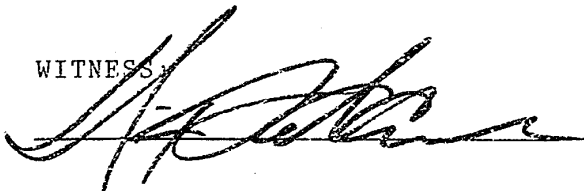
If any paragraph or part thereof of this statement shall be invalid, illegal or inoperative for any reason, the remaining parts so far as possible and reasonable, shall be effective and fully operative. In situations where conflicting provisions of these protective covenants may apply the most restricted shall govern.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, have executed these Covenants this 10 day of July, 1987.

DBR PARTNERSHIP

BY: L. H. Ray Sapp  
L. H. RAY SAPP

WITNESS:

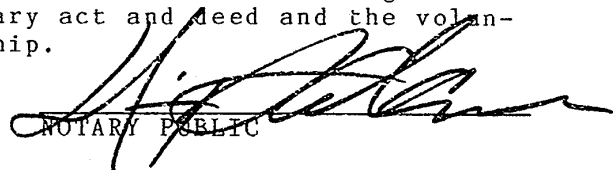


STATE OF NEBRASKA     )  
                                  ) SS:  
COUNTY OF SARPY     )

One the day and year last above written, before me, the undersigned, a Notary Public in and for said County, personally came

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L. H. RAY SAPP, Partner of DBR PARTNERSHIP, and acknowledges the execution thereof to be his voluntary act and deed and the voluntary act and deed of said partnership.

  
NOTARY PUBLIC

My commission expires: May 9, 1990

