

PROVOCATIVE 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 for a period of twenty years from the date these covenants are recorded, after which time said covenants shall automatically be 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 part:

Lots 15 through 17 both inclusive, Lots 28 through 26, both inclusive, Lots 23 through 25, both inclusive, and Lots 42 through 44, both inclusive; in Lienemann's Subdivision No. 3, in the Southwest One Quarter (SW $\frac{1}{4}$) of Section One (1), Township Thirteen (13), North Range Twelve (12), East of the 6th P.M., as surveyed, plotted and recorded, in Sarpy County, Nebraska, as follows:

Commencing at the South Quarter corner of said Section 1, thence North 00 degrees, 23 minutes East (assumed bearing), along the East line of the Southwest Quarter of said Section 1, a distance of 310 feet; thence West along the common North and South lines of Lienemann's Subdivision No.'s 1 and 2 respectively, a distance of 1,407.62 feet to Point of beginning. Thence continuing West along the North line of Lienemann's Subdivision No. 1, a distance of 943 feet; thence North a distance of .625.16 feet; thence Northwesterly on a 154.96 foot radius curve to the left (chord bearing N 11° 00' 00" W, chord distance 59.14 feet), an arc distance of 59.5 feet; thence Northwesterly on a 1,070.81 foot radius curve to the right (chord bearing N 17° 30' 36" W, chord distance of 167.66 feet), an arc distance of 167.83 feet; thence N 13° 01' 12" W, a distance of 171.31 feet; thence East a distance of 1,043.31 feet; thence South a distance of 1,010 feet to the point of beginning.

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 persons violating or attempting to violate any such covenant and either prevent him or them from doing or to recover any damages or other dues for such violation.

Invalidation of any of these covenants by Judgement or Court Order shall in no way affect any of the other provisions hereof, which shall remain in force and effect.

1. Said lots shall be used only for single family residential purposes and for such accessory structures incidental to such residential use. No buildings shall be erected, placed or used, or permitted to remain on any lot other than one detached single family dwelling not to exceed 1½ stories in height (1½ ft. eave height) with an attached or detached two car garage. Such dwelling shall have no less than 1400 square feet living area within the foundation walls, plus the attached or detached two car garage. Such dwelling also to have Brick Veneer fronts, minimum window sill height,

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2. The minimum building set back line for dwellings on said lots, excluding steps and open porches, shall be:
Front Yard - 70 feet
Side Yard - 20 feet
Back Yard - 100 feet
 3. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the neighborhood. All lots shall be kept free of weeds, trash and debris; and shall be kept cut to a height of no more than eight inches above the ground.
 4. No trailer, basement, tent, shack, garage, barn, or other out building erected on said lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence and before any building shall be occupied as a residence, the entire building must be substantially completed and the exterior must be fully completed. Upon the commencement of construction in any event, the building must be completed within nine (9) months thereafter.
 5. No animals, livestock, or poultry of any kind shall be raised or kept on said lot, except that dogs, cats or other household pets are permitted; provided they are not kept, bred, or maintained for any commercial purposes, provided further that horses or ponies, not exceeding one (1) in number, be permitted upon any one lot.
 6. All accessory buildings shall have a useful purpose and if used for the shelter of animals, shall not exceed the necessary size for such shelter, and the design for such accessory building shall be harmonious and compatible with both the subdivision and the main building.
 7. A perpetual license and easement is hereby reserved in favor of and granted to the Omaha Public Power District and the Northwestern Bell Telephone Company, their successors and assigns; to erect, operate, maintain, repair, and renew poles, wires, cables, conduits, and other related facilities; on, over, through, under, and across a 5 foot wide strip of land abutting all side and rear lot lines. No permanent buildings shall be placed in such easement ways, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid rights herein granted.
 8. A perpetual license and easement is also hereby reserved in favor of and granted for the use of the front five (5) feet of each lot for the future water lines, if public water is ever available on or along Gagehart Road. At this time, each resident will be required to hook up to or tie into the Water Utility line.
 9. No dwelling constructed on another addition or location shall be moved to any lot within this subdivision.

10. No fuel tanks on the outside of any house shall be exposed to view. Screening shrubbery bushes must be provided.
11. No garage or other dwelling shall be erected on any lot before the residence thereon is completed.
12. The assembly and disassembly or general service work on any car, truck, equipment, or other machinery shall be prohibited except in an enclosed garage; and the storage of or parking of cars, trucks, equipment, or other machinery shall likewise be prohibited for any period longer than fourteen (14) days.
13. The construction of fences between lot owners, must be agreed upon by the adjoining lot owners. The construction of fences between the lot owners and the undeveloped farmland must be agreed upon between the lot owner and the subdivider, both as to kind and type. In most cases, a four (4) strand barb wire fence, with posts ten (10) to fifteen (15) feet apart, cost divided between each party, will suffice.

Dated this 22 day of April, 1983.

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BOOK 56 OF TRUST FEES
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Herbert H. Lienemann

Herbert H. Lienemann

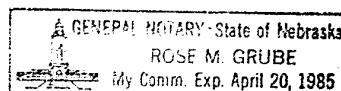
Helen A. Lienemann

Helen A. Lienemann

Conf. at Mitchell
STATE OF NEBRASKA }
County of Sarpy } ss

On this 22 day of April, 1983; before me, the undersigned a Notary Public, duly commissioned and qualified, personally came HERBERT H. LIENEMANN and HELEN A. LIENEMANN, Husband and Wife; to me personally known to be the identical persons whose names are affixed to the above Protective Covenants and acknowledged the said instrument to be their voluntary act and deed.

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



Rose M. Grube
Notary Public

My commission expires: April 20, 1985.