

Lots 1 through 63  
Located in SE $\frac{1}{4}$  Section 3 Township 16 Range 8

PROTECTIVE AND RESTRICTIVE COVENANTS

# 196  
THIS DECLARATION, made this 25th day of August, 1976, by the undersigned, WITNESSETH:

WHEREAS, the undersigned are the owners of the real estate hereinafter described and are desirous of subjecting the real property described to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, the undersigned hereby declares that the real property hereinafter described is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in Saunders County, Nebraska, and is more particularly described in the plat of Pawnee Meadows Subdivision, attached hereto and incorporated herein by reference.

No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

GENERAL PURPOSES OF CONDITIONS

The real property hereinbefore described is subject to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of said property; to guard against the erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain proper setbacks from street and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

For the purpose of this instrument the term "Seller" as used herein shall be construed to mean Pawnee Meadows, Inc., their successors and assigns. The term "Purchaser" shall be construed to mean all purchasers of real estate in Pawnee Meadows Subdivision and their respective heirs, successors and assigns.

COVENANTS, RESTRICTIONS AND CONDITIONS

# 196-2

1. The Sanitary Improvement District #4 shall install or cause to be installed two wells and a water distribution line by appropriate mains to serve the lots platted in Pawnee Meadows Subdivision. A pro rata share of the ownership of the water system is included in the purchase of a lot or lots. It is agreed between the Seller and Purchaser that if in the future it is required by authorized governmental agencies that other or further facilities are required beyond those designed in the present system, that the Purchaser will pay a pro rata share of the cost on improvements of such facilities.

2. The title to all roads within the Subdivision shall remain in the Seller until conveyed as hereinafter provided for. Road right of way shall be construed to mean that portion of land extending twenty-five (25) feet on either side of the platted road center line or a total of fifty (50) feet in width.

3. The lots in the Subdivision shall be used exclusively for single family residential purposes and no Purchaser may subdivide a platted lot.

4. All plans for construction including types of materials shall be submitted for approval to the Seller and must comply with any existing local building codes in force at the time of construction. Harmony of design, aesthetic effect, size, location to existing structures, location with respect to topography and finish grade and elevation are also subject to Seller's approval. The approval of plans, types of materials, location etc., shall not be unreasonably or arbitrarily withheld by the Seller.

5. No more than one single family dwelling may be erected or constructed on any one lot, provided however, buyer may construct small utility sheds or workshop buildings that are well harmonious to the main structure. No unpainted or unfinished exteriors shall be permitted without written permission of the seller. No open basement or foundation shall remain unclosed for more than 6 weeks. Exteriors of all buildings shall be completed within one year from date construction commences. All residents must include at least a two car garage and no boats or campers or other recreational vehicles may be stored on the lots unless stored in permanent enclosure harmonious to the residence.

6. No dwelling shall be constructed with less than 1250 square feet living space (exclusive of porch areas, breezeways, carports, garages, and patios).

7. No part of any building shall be on any lot: (A) within 30 feet of the frontage road right of way; (B) within 10 feet of the side boundary of any contiguous lot; (C) within 10 feet of any rear lot line or within 25 feet from any normal water line indicated on the plat of Pawnee Meadows Subdivision, whichever is greater, however all conditions must comply with the Zoning Ordinances of Saunders County.

8. All sewer systems (septic or holding tanks and drain fields or laterals) must be installed so as to comply with existing State/County Health Codes. Such systems must be inspected during installation by an appropriately designated Health Inspector. It is further understood that in the future some form of central sewage plant and collection lines may be required, and in such event, the Purchaser agrees to pay such charges in connection with said system as are uniformly assessed against all other lots within the subdivision.

9. No noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. Customary household pets may be kept in reasonable numbers. Care should be taken to keep those pets within the confines of one's own property. No animal shall be kept, bred or maintained for commercial purposes. No commercial signs shall be permitted other than "for sale" signs pertaining to property sales within the subdivision.

