

PROTECTIVE COVENANTS

The undersigned, being the owner of all of the following described property located in Douglas County, Nebraska, to-wit:

Lots One (1) through Two Hundred Ten (210), inclusive, except Lot One Hundred Sixty-eight (168), Seville, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska,

does hereby make, consent to, and agree that the following described covenants shall run with the above described land and be binding on all present and future owners thereof.

1. These covenants are to run with the land and shall be binding and shall inure to the benefit of the undersigned, its successors, assigns and grantees, and their heirs, devisees, representatives, successors, assigns and grantees until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by written agreement of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part, said agreement to be executed and recorded in the manner provided by law.

If the owner of any said lot in said subdivision or any other person, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any said real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons 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 violation; but this instrument shall in no wise be construed as placing any liability or obligation for its enforcement upon the undersigned.

Each of the provisions hereof is several and separable. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

2. All said herein described lots shall be known and described as residential lots. All dwellings or residential lots shall be single family dwellings, with a minimum of an attached above grade double car garage, except Lots One Hundred Nineteen (119) through One Hundred Twenty-five (125), inclusive; One Hundred Forty-two (142) and One Hundred Forty-three (143) and any other two car garage which may have received written approval of the undersigned which may have a double car basement garage, provided the square foot requirements of Paragraph 6 of these covenants are complied with.

3. No residence, building, fence, wall, signboard, or other structure shall be started, altered, or placed on any building plot in this subdivision until complete plans, specifications, and plot plan, including grading plan, showing location of such building or improvements have been approved in writing by the undersigned or a committee designated by the undersigned as to use, conformity, and harmony of external design with existing structures in the subdivision, and as to the location of the building and improvement with respect to lot lines, reserved areas, other structures, topography, and finished ground elevation. Written approval shall be given by the undersigned or the committee appointed by him signing a copy thereof. One copy of all documents submitted shall be retained.

4. 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.

5. No trailer, basement, tent, shack, garage, barn, or out-building erected on the said lots 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. No trailers, campers, boats or other similar non-automotive vehicles or recreational craft, whether or not self-powered or any storage structure shall be located or stored in the front yard (both sides facing street on corner lots). No out-buildings shall be allowed. No dog run shall be allowed which is larger than forty-eight (48) square feet and shall receive the necessary architectural approval prior to construction. No garage, driveway, lot or dwelling may be used for the repair of motor

vehicles. No inoperable or storage vehicle may be maintained outside the garage.

6. Dwellings shall be restricted to the following minimum square foot ground floor (above grade) area as set forth below. These minimum main floor (above grade) areas for houses (exclusive of garage, porches, breezeways and basements, whether finished or not) are as follows:

A. One-story (ranch) with 2 car attached garage	1500 square feet
B. One-story (ranch) with basement garage	1800 square feet
C. One and one-half story	2100 square feet
1. Main level	1500 square feet
2. Upper level	600 square feet
D. Two-story	2200 square feet
1. Main level	1200 square feet
E. Multi-level	1800 square feet

7. A perpetual license and easement is hereby reserved for the applicable telephone, gas and electric companies, their successors and assigns, Sanitary and Improvement District No. 302 of Douglas County, Nebraska, and the City of Omaha, Douglas County, Nebraska to erect, operate, maintain, repair, and renew utility service lines either above or below the ground for utility service to the within subdivision; such perpetual license and easement shall be granted over, under and upon a five (5) foot strip of land adjoining the front and side boundary lines of said lots, an eight (8) foot and sixteen (16) foot strip adjoining the rear boundary lines of interior and exterior lots, respectively, which sixteen (16) foot easement shall be reduced to an eight (8) foot easement upon the platting of land adjacent to said exterior lots in said addition said license being granted for the use and benefit of all present and future owners of lots in said addition, provided, however, that if the Grantees of said license and easement fail to install utility services within five (5) years of the date of the signing of these covenants then such grant of license and easement shall be null and void as to those unoccupied areas.

8. No garden or field crops shall be grown upon that

portion of any lot nearer to the street than provided in the applicable zoning setback lines for front and side streets, but such portions of any lot may be used only for a lawn, for the growing of flowers or other ornamental plants, hedges, shrubs, and trees and for walks and drives; provided that no trees, shrubs, or hedges shall be planted or maintained in such proximity to any right-of-way, street, or sidewalk as will interfere with the proper use and maintenance thereof with any unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles, and provided further that no objectionable trees, plants, or shrubs shall be permitted to remain on any part of the lot.

9. All lawns, trees, shrubs, hedges, walls, fences, beaches and any other appurtenant growth or structure shall be kept and maintained in a safe, neat and orderly manner.

10. Erection and maintenance of any stable or other shelter for livestock, fowl, or pets and the keeping of a dog run (as qualifiedly allowed in Paragraph 5), livestock and fowl within the subdivision is prohibited. Outside trash burners are prohibited. No filling material shall be brought in and used on any lot except unmixed earth, stone, gravel or sand.

11. No sign, billboard, or other structure for advertising or the display or advertising material of any kind shall be placed or maintained within the subdivision, nor shall any notice or advertisement be displayed by any person, corporation, or association carrying on a permitted business or a trade or profession therein, without the permission in writing of the undersigned.

12. Fences - All fences must be approved in regard to heights, materials and locations.

Lots - No lots shall be split or subdivided in such a manner which would result in any lot being diminished in size, both square foot and street frontage.

Parking - All dwellings must provide for at least four off-street parking spaces. However, garages and driveways are included to meet this requirement.

Driveways - All driveways must be concrete.

Sidewalks - Sidewalks shall be four feet by four feet and four inches thick and shall be set back four feet from the street curb.

Sod - All front and side yards shall be sodded as soon after the house is built as practicable.

Dumping - No dumping will be allowed.

Dwellings - All dwellings shall be of an earth tone color; and exposed concrete block on the front and side of each dwelling facing a street shall be covered with brick or stone.

Dated this 4th day of January, 1980.

SEVILLE DEVELOPMENT, INC.

By

President

ATTEST:

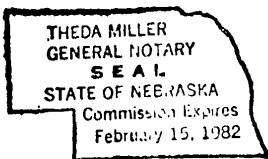
Peter Knott

Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public, in and for said county and state, personally came Bernard Reeder, President and Peter Knott, Secretary of SEVILLE DEVELOPMENT, INC., known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal this 4th day of January, 1980.



Theda Miller
Notary Public

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DOUGLAS COUNTY, NEB.
REGISTERED
C. HARTMAN

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