

PROTECTIVE AND RESTRICTIVE COVENANTS
OF
CANYON WOODS

Canyon Woods Cooperation Association, Inc., a Nebraska Corporation, owner of the real estate described in Exhibit A, attached hereto and made a part hereof, which real estate has been subdivided into Lots in CANYON WOODS, a subdivision, as surveyed, platted and recorded, Douglas County, Nebraska, for the purpose of maintaining fair and equitable property values, continuing the real estate as desirable residential property, and in maintaining the present environmental and macroclimatic factor of said real estate and subdivision, hereby makes the following declarations as to limitations, restrictions, and uses to which Lots constituting the subdivision may be put, and hereby specify that such declarations shall constitute covenants to run with the land, as provided by law, and shall be binding on all persons, firms, or corporations claiming under it, and for the benefit of and limitations on all future owners of Lots in the subdivision, this declaration of restrictions being designed for the purpose of keeping the subdivision desirable, uniform, and suitable in architectural design and use as hereinafter specified:

1. These covenants and restrictions are to run with the land, and shall be binding upon all persons claiming under them for a period of 50 years from the date hereof, unless during the 50-year period, all of the then owners of the Lots agree to change these covenants, in whole or in part.

2. If the owner of any Lot, or their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any owners of any Lot involved herein of the Canyon Woods Cooperative Association, Inc. to bring any legal or equitable proceeding against such person violating or attempting to violate these covenants either to prevent him or them from so doing, or to recover damages or other compensation due for such violation, but these covenants shall not be construed as placing any liability or obligation for their enforcement upon the undersigned. These covenants shall be construed as severable, and the invalidation of any one or more of the covenants by final judgment or Court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

3. There shall be no use of lawn mowers, chain saws and other noise making equipment before 8:00 a.m. C.S.T. or C.D.S.T.. In addition, use of herbicides and pesticides outside of the residence of each Lot shall be prohibited except by unanimous agreement of all owners of the Lots and Canyon Woods Cooperative Association, Inc.

4. All motor vehicles, motor homes, boats, motorcycles and trailers shall not be stored outside of the garage on a permanent basis.

5. All utility lines, such as telephone, electric and other utilities must be platted and buried underground.

6. Exterior lights of each Lot must be placed so as to not to illuminate the other Lots or the common ground.

7. No building, fence, wall, or other structure shall be erected, altered, or placed on any building plot on the Lots, until complete plans, specifications and plot plan showing the location of such buildings or improvements have been approved in writing by the Architectural Committee of Canyon Woods Cooperative Association, Inc. as to use, conformity and harmony of the exterior design with any existing structures, topography and finished ground elevations. The Architectural Committee of Canyon Woods Cooperative Association, Inc., or any person, firm or corporation designated by it, shall consider all construction of residences, and additions thereto, and the Committee or its designated agent specifically shall have the right to deny permission to construct any type of structure, improvement or addition which it determines will not conform to the plan for development of the subdivision. The approval or disapproval of the Committee or its designated agent as required in these covenants shall be in writing. Failure of the Committee or its agent to give either written approval

or disapproval of a submitted plan within 30 days from receipt thereof by the Committee or its agent, shall be considered as approval of the plans and specifications as submitted by the owner(s) of the Lot. The foregoing provisions shall not govern or prohibit owners from painting of structures, roof maintenance, and general routine maintenance of the residences.

8. All Lots, except Lot 4 and Lot 5, shall be used for single family residences only.

9. No violation hereof shall operate as a forfeiture or reversion.

10. A perpetual license and easement is hereby reserved over Lot 4 in favor of and granted to the owners of Lot 1, Lot 2, and Lot 3, their successors and assigns for the maintenance of a private road for the purpose of ingress and egress, and access to each of said Lots 1, 2 and 3.

11. The owners, their successors and assigns shall be members of Canyon Woods Cooperative Association, Inc., a Nebraska Corporation, and in which membership and stock ownership, if any, shall be limited to owners of Lots in Canyon Woods, a subdivision. The articles of incorporation shall specify, among the purposes and duties of the corporation, the enforcement of all restrictions, covenants, and conditions herein contained, and the maintenance and preservation of the covenants, so far as it may lawfully act, and the transaction of such other business as by law permitted. The owners agree to pay to the corporation, dues or assessments for such purposes, the amounts which may be fixed from time to time by its bylaws or the lawful act of its Board Of Directors, and assessed as to each Lot equally. The articles and bylaws of the corporation provide that the purchaser or owner, regardless of number, of a Lot in Canyon Woods, a subdivision, shall be limited to only one vote for each Lot at all elections, and on all matters that may come before a meeting of the members, subject to the provision that if any member of the corporation shall be owner of more than one Lot, he shall be entitled to as many votes as the number of Lots owned by him.

12. No sign, billboard or other structure for advertising or the display of 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. No business, trade or profession, shall be conducted upon any Lot.

13. Lot 5 shall be maintained in its present condition under the following circumstances and conditions for the exclusive use, enjoyment and benefits of the owners of Lots in Canyon Woods, and their occasional guests:

- (a) The Lot shall be preserved in its natural environmental character as to plants, animals, and other natural resources.
- (b) All nondomestic animals and birds shall remain undisturbed, and any domestic animals owned by the owners of Lots in Canyon Woods shall be under the control of the owners when upon said Lot.
- (c) Harvesting of wood and plants, except mushrooms, nuts and berries, and conservation practices and management, shall be done pursuant to a conservation plan of Canyon Woods Cooperative Association, Inc.
- (d) No motorized vehicles shall be allowed upon said Lot.
- (e) No hunting, trapping, poisoning or deliberate injuring of wildlife shall be allowed upon said Lot.
- (f) The use of firearms, explosives, air rifles, BB guns, bows and arrows, sling shots, forecrackers, or any other like weapon shall be strictly prohibited upon said Lot.
- (g) No trash or litter shall be allowed.

IN WITNESS WHEREOF, the undersigned has caused these covenants and restrictions to be executed at Omaha, Douglas County, Nebraska on August 7 1980.

CANYON WOODS COOPERATIVE ASSOCIATION, INC.
a Nebraska Corporation

by Edwin A. Lamm
President



STATE OF NEBRASKA
COUNTY OF DOUGLAS

ss

On this 7th day of August, 1980, before me, a Notary Public, personally appeared Edwin A. Rasmussen, the President of Canyon Woods Cooperative Association, Inc., a Nebraska Corporation, by me personally known to be such, and he acknowledged that as such officer and with full authority, he executed the same voluntarily for and as the act of said corporation

WITNESS MY HAND AND SEAL the year and date last aforesaid.

ROBERT G. DECKER
GENERAL NOTARY
: E A L
STATE OF NEBRASKA
Commission Expires
September 25, 1980

[Signature]
Notary Public

*****EXHIBIT A*****

A parcel of land in the NE 1/4 of the SE 1/4 of Section 17, Township 16 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the SE corner of the NE 1/4 of the SE 1/4 of said Section 17, Township 16 North, Range 13 East, thence N 89°35'W (Assumed Bearing) and along the South line of the said NE 1/4 of SE 1/4 of Section 17 for 699.2' to the true point of beginning; thence N 89°35'W and along said South 1/4, 1/4 line for 612.4' to the SW corner of the NE 1/4 of the SE 1/4 of Section 17; thence N0°33'03"E and along West line of said 1/4, 1/4 a distance of 587'; thence N57°20'31"E for 39.56'; thence N40°15'E for 150'; thence N48°15'E for 100'; thence N41°15'E for 117'; thence N36°15'E for 136'; thence N64°E for 138' plus or minus to a certain tract of land conveyed for street or boulevard purposes by George W. Platner and Margaret A. Platner, husband and wife, to the City of Omaha, by Warranty Deed dated September 10, 1928, recorded October 21, 1929, in Book 573, Deed Records, Page 120, Office of the Register of Deeds, Douglas County, Nebraska; thence Southeasterly along the West line of said tract of land so conveyed for street or boulevard purposes to the City of Omaha on a 275' Radius Curve (chord bearing S25°15'23"E for 320.77') for an arc distance of 342.48'; thence S60°56'E for 130.3'; thence on a 350' Radius Curve to the right (chord bearing S47°37'16"E for 161.18') for an arc distance of 162.64'; thence S46°30'W for 71' plus or minus; thence S29°20'W for 125'; thence S24°14'W for 175'; thence S41°20'W for 140'; thence S5°36'E for 157.7' to the true point of beginning.

In this description, the East line of said Section 17-16-13 is assumed as due North and South.

FINAL LEGAL DESCRIPTION

Lots 1, 2, 3, 4 and 5, Canyon Woods, a Subdivision, as surveyed, platted and recorded, Douglas County, Nebraska

Fee 18.25
Index
Comps
87-323

Book 656
Page 59
of 1100

RECEIVED
JUL 22 PM 2:32
1981

53