

BOOK 788 PAGE 538
September 11, 1986

PROTECTIVE COVENANTS

The undersigned, Trustees, being owners of the following described Real Estate, hereby declare 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:

The West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 10, Township 15 North, Range 11 East, of the 6th P. M., Douglas County Nebraska, except that part taken by the State of Nebraska for Highway.

1. If the present or future owners, users or occupants of any of said decribed Real Estate 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 proceedings at law or equity against the person violating or attempting to violate any such Covenant and either prevent him from so doing or to recover damages for such violation.

2. Invalidation of any of these Covenants by judgement or court order shall in no way affect any of the other provisions. The undersigned reserve the exclusive right to modify, alter or waive these Covenants by means of a recorded written instrument as to any parcel or parcels in cases where the undersigned deems it necessary or advisable because of unusual circumstances or to prevent hardship.

3. All uses shall observe City of Omaha Municipal Codes regarding odor, fumes, dust, smoke noise hazard by reason of fire or exposure and other potential nuisances.

4. The parcels shall be used only for residential and farming purposes. Livestock farming of any nature for commercial purposes shall not be permitted. Household pets may not be kept, bred or maintained for any commercial purpose or in any such number as to require licensing. The number of horses or ponies or both permitted on each lot shall not exceed one (1) per acre. No swine, sheep, or goats shall be kept on any parcel.

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5. No basement, garage, tent barn or outbuilding shall be erected on a tract at any time for use as a residence.

6. The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage and the storage or parking of cars, trucks, equipment or other machinery shall likewise be prohibited for any period longer than 30 days.

7. All trash and garbage shall be contained and enclosed in metal or plastic containers.

8. Construction of each dwelling or structure must be completed within two years after excavation for footings.

9. All accessory buildings shall have a useful purpose and be compatible with the residence structure. If accessory building are used for the shelter of animals, it shall not exceed the necessary size of such shelter.

10. Each lot owner shall comply with all county and state health requirements and permits, and observe all rules and regulation of all lawfully constituted authorities in the use and ownership of his parcel.

11. These restrictions and covenants may be amended or recinded by written instrument signed by the then owners of seventy-five per cent (75%) of the lots in this tract. These protective covenants shall run with and bind the land and shall inure to the benefit of and be enforceable by the Undersigned, or the owner of any land subject to this Declaration, their respective legal representatives, heirs successors, and assigns from the date this Declaration is recorded through December 31, 2000, after which time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument terminating these covenants and restrictions signed by the then owners of seventy-five per cent (75%) of the lots in this tract has been recorded prior to the commencement of any ten-year period.

EXECUTED this 11 day of September 1986


HERBERT L. OSBORNE, TRUSTEE


CHARLES A. RASMUSSEN, TRUSTEE

STATE OF NEBRASKA)

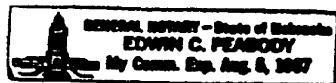
) ss.

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COUNTY OF DOUGLAS)

On this 11 day of September, 1986, before me, a Notary Public in and for said County and State, personally appeared Herbert L. Osborne, Trustee and Charles A. Rasmussen, Trustee, and they acknowledged the execution of the foregoing Acknowledgement to be their voluntary act and deed.

WITNESS my hand and official seal the date last above written.



Edwin C. Peabody
Notary Public