

BOOK **575** PAGE **611**
DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF
COUNTRY MEADOWS
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

These 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 term of twenty-five (25) years from the date this declaration is recorded.

Lots 1 through 34, inclusive, in Country Meadows, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska.

If the present or future owners, users, or occupants of any of said Lots 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 on equity against the person violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation.

Invalidation of any of these covenants by judgement or Court order shall in no way effect any of the other provisions. The undersigned reserves the exclusive right to modify, alter or waive these covenants by means of a recorded, written instrument as to any Lot or Lots in cases where the undersigned deems it necessary or advisable because of unusual circumstances or to prevent hardship for a period of five (5) years from the date hereof. After which time said covenants may be amended by a recorded, written instrument signed by the owners of not less than seventy five percent (75%) of the lots.

ARTICLE I
USE RESTRICTIONS

1. Said lots shall be used only for single family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for recreational, public, church, educational or charitable uses.
2. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided they are not kept, bred or maintained for any commercial purpose.
3. No field crops shall be grown upon said lots unless approved in writing by the hereinafter described architectural committee as to size of plot and location. No trees, shrubs, hedges or any other plants shall be maintained or permitted in such proximity to any lot as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles. The owner shall take whatever steps necessary to control noxious weeds on his lot. Any and all dead trees and shrubbery must be removed at the owner's expense.
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 exterior television or radio antennae of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the premises, nor upon any structure situated upon said real property.

6. No repair of automobiles will be permitted outside of garages on any lot at any time; nor will any boat, recreational vehicle, camping trailer, utility trailer of any kind, mobile home, or other heavy machinery or equipment be parked in front of the rear building line of any lot.
7. No incinerator or trash burner shall be permitted on any lot. No garbage or trash can or container shall be permitted outside of any dwelling except on regularly scheduled trash collection days. All fuel tanks must be buried beneath ground level.
8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate shall at any time be used as a residence, temporarily or permanently. Dwellings or other structures shall not be moved from outside of COUNTRY MEADOWS to any lot within this subdivision.

ARTICLE II BUILDING RESTRICTIONS

1. No building shall be created, altered, placed, or permitted to remain on any lot other than one (1) detached single-family dwelling, not to exceed two (2) stories in height, nor containing finished living areas, exclusive of porches, breezeways, carports, and garages of less than: 1,000 sq. ft. on the ground level for a one-story house; 900 square feet on the ground level for a one and a half story house or two story house and the other floors combined shall be not less than 1,400 square feet of finished living area, 1,000 square feet of living area above ground for a bi-level, tri-level, or a split level house.
2. All exposed concrete block or masonry foundation walls must be painted.
3. All driveways must be constructed of concrete.
4. Public sidewalks shall be constructed of concrete four feet wide by four inches thick. Said sidewalks shall be placed five feet back of the street curb line on each lot and must be constructed by the then owner of said lot prior to time of completion of the main dwelling and before occupancy or use thereof.
5. Each dwelling shall include an enclosed garage for at least one car (attached or detached).
6. No building shall be located on any residential building plot nearer than 35 feet to the front lot line, nor shall any building except a detached garage, be located nearer than 10 feet to any side line of any building plot. Any waiver or change of such restrictions by Douglas County shall not be effective to alter this covenant unless the undersigned likewise consents in writing to such waiver or change.
7. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for such dwelling. Construction materials must be kept in an orderly fashion and all construction waste and debris hauled away.

ARTICLE III ARCHITECTURAL CONTROL

1. Prior to any construction or grading, the owner must first submit to the undersigned or its assigns the construction plans and secure its written approval thereof, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon said lot; provided that the

undersigned or its assigns specifically reserves the right to deny permission to construct any type of structure or improvement which it determines will not conform to its master plan for development of the subdivision. The approval or disapproval of the undersigned or its assigns shall be in writing and failure to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval, as shown on the submitted plan, shall operate to release such building plan from the provisions of this paragraph.

ARTICLE IV
EASEMENTS

1. We do further grant a perpetual Easement to the Omaha Public Power District, and Northwestern Bell Telephone Company, their successors and assigns, to erect, operate, maintain, repair and renew, poles, wires, crossarms, down guys and anchors, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat, and power and for the transmission of signals and sounds of all kinds and the reception thereof on, over, through, under and across a Five (5') foot wide strip of land adjoining all side boundary lot lines; an Eight (8') foot wide strip of land adjoining the rear boundary lines of all interior lots; and a Sixteen (16') foot wide strip of land adjoining the rear boundary lines of all exterior lots, provided however, that said side lot Easements are granted upon the specific condition that if either of said utility companies fail to utilize said side lot Easements within Sixty (60) months of the date hereof, or if any poles, wires or conduits are constructed but hereafter removed without replacement within Sixty (60) days after their removal, then this side lot Easement shall automatically terminate and become void as to such unused or abandoned Easement ways. The term exterior lots is herein defined as those lots forming the outer perimeter of the above described addition. Said Sixteen (16') foot wide Easement will be reduced to an Eight (8') foot wide strip when the adjacent land is surveyed, platted and recorded if said Sixteen (16') foot Easement is not occupied by utility facilities and if requested by the owner. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said 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 uses or rights herein granted.
2. All telephone and electric power service line from property line to dwelling shall be underground.

EXECUTED this 18th day of JANUARY, 1977.

Ed Miller and Sons, Inc.

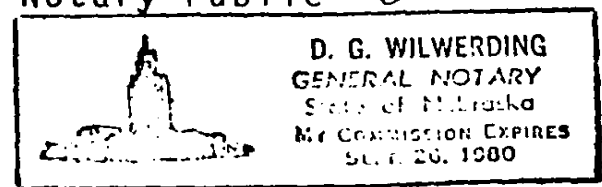
By: Robert L. Miller
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 18th day of JANUARY, 1977, before me a Notary Public duly commissioned and qualified in and for said county, personally came Robert L. Miller, President of Ed Miller & Sons Inc., to me personally known to be the same and identical person who signed the foregoing instrument and acknowledged execution thereof of be his voluntary act and deed as such officer and the voluntary act and deed of said Corporation.

Witness my hand and notarial seal the day and year last above written.

D. G. Wilwerding
Notary Public



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C. H. HARTNER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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