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BOOK 621 PAGE 381

no forfeiture provision

*dated Sept 20, 1979
filed Oct 1, 1979*

PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
GREENFIELDS

DBT

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned are the owners of Lots 1 through 192 inclusive, in Greenfields, a subdivision in the County of Douglas, State of Nebraska, and are desirous of placing proper restrictions on said lots.

NOW THEREFORE, the following restrictions are hereby placed upon said lots:

1. No building shall be created, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, and conforming to the following requirements:

TYPE OF DWELLING	MINIMUM AREA	LOCATION OF MINIMUM AREA
a. One story house with attached garage	1,200 sq. ft.	On the main floor, (Garage must be at approximately the same level as the main floor)
b. One story house with basement garage (Raised Ranch)	1,300 sq. ft.	On the main floor
c. One and one-half story house	1,200 sq. ft.	On the main floor
d. Two story house	1,800 sq. ft.	Total area above the basement level.
	1,000 sq. ft.	Minimum area on the main floor
e. Split entry (Bi-level) house	1,300 sq. ft.	On the Main Floor
f. Tri-level (Split-level) house	1,550 sq. ft.	Total area above grade
g. For any house termed "Step-up" or "Split-Level" wherein the family room is in the basement portion of the house, the above-grade minimum area requirement shall be 1,300 square feet of finished living area.		

The maximum height of a dwelling shall be two stories. A basement is not considered a story if it is 100% above grade on one side (rear) and essentially below grade on the other three sides. Area means finished habitable space measured to the exterior of the enclosing walls, and does not include porches, breezeways, courtyards, patios, basements, garages, or carports. Each dwelling shall have a garage for not less than two cars, with a minimum inside space of 20 feet by 20 feet. Detached garages shall not be permitted.

2. Exposed portions of the foundations on the front of each dwelling are to be covered with either siding, brick or stone, and exposed portions of the foundation on the sides and rear of each dwelling shall be either covered with brick or siding or shall be painted. Fireplace chimneys are to be covered with brick, stone, or siding.

3. No lot shall be used except for residential purposes.

4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
5. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.
6. Dwellings shall not be moved from outside of Greenfields to any lot within this subdivision.
7. No unused building material, junk or rubbish shall be left exposed on any lot except during actual building operations. No repair of automobiles will be permitted outside of garages on any lot at any time.
8. No boat, camping trailer, auto-drawn trailer of any kind, mobile home or motorhome, truck, jeep, motorcycle, or other recreational vehicle shall be maintained, stored or kept on any lot for more than fifteen (15) days in any one calendar year, unless the same is completely enclosed within the garage on such lot, from public view. No grading or excavating equipment or other heavy machinery or equipment, vehicle undergoing repair, van or aircraft shall be stored outside the garage or in any manner left exposed on any lot at any time.
9. Except for the purpose of controlling erosion on vacant lots, no field crops shall be grown upon any lot at any time.
10. No incinerator or trash burner shall be permitted on any lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling. No garbage or trash can or container or fuel tank shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from every street and from all other lots in the subdivision. No garage door shall be permitted to remain open except when entry to and exit from the garage are required.
11. 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. It is intended specifically to prohibit horses, ponies or other animals sheltered outside the main dwelling except for the dog house permitted in paragraph number 12.
12. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any lot except that a dog house for not more than two dogs shall be permitted provided the construction plans and specifications and the location of the proposed structure have been first approved in writing by Dodge Development, Inc., or its assigns as stipulated hereinafter.
13. No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any lot except that real estate for sale signs shall be permitted temporarily in the yards of dwellings which are being offered for sale or rent.
14. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.
15. Public sidewalks shall be constructed of concrete four feet wide by four inches thick, in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalks shall be placed five feet back of the street curb line and shall be constructed by the then owner of the lot prior to time of completion of the main structure and before occupancy or use thereof; provided, however, this provision shall be varied to the extent required to comply with any subsequent requirements of the City of Omaha.
16. No fence shall be permitted in the front yard of any lot (forward of the front line of the dwelling on the lot.)
17. No factory-built house shall be permitted on any lot.

18. Architectural Control.

No building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, dog house, tree house, television antenna, radio antenna, flag pole or other external improvements above or below the surface of the ground shall be erected, placed, altered, or permitted to remain on any building plot, nor shall any grading, excavation or tree removal be commenced until the construction plans and specifications, a site grading plan and a plot plan showing the location of the structure or improvement have been approved in writing by Dodge Development, Inc., or its assigns, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot, and proposed finished grades; provided that Dodge Development, Inc., 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 Dodge Development, Inc., or its assigns as required in these covenants shall be in writing. Failure of Dodge Development, Inc., or its assigns 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 plot from the provisions of this paragraph.

19. All telephone and electric power service lines from property line to dwelling shall be underground.

These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded.

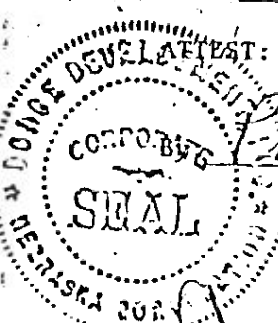
If the present or future owners of any of said lots, or their grantees, heirs, successors or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed this 20th day of September, 1979.

DODGE DEVELOPMENT, INC.

By: R. H. Abernathy, Jr.
R. H. Abernathy, Jr.
Vice President



Phyllis S. Fried
Phyllis S. Fried
Assistant Secretary

Carol J. Baker
Carol J. Baker

Julann Hall
Julann Hall

Phyllis S. Fried
Phyllis S. Fried

Rose Schik
Rose Schik


George D. Walsh
George D. Walsh

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

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On this 20th day of September, 1979, before me, a Notary Public duly commissioned and qualified in and for said County, personally came R. H. Abernathy, Jr., Vice President, and Phyllis S. Fried, Assistant Secretary of DODGE DEVELOPMENT, INC., a corporation, who are personally 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 as such officers and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

WITNESS my hand and official seal the date last aforesaid.


 GENERAL NOTARY - State of Nebraska
MARJORIE JAMES
My Comm. Exp. July 21, 1983

Marjorie James
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 20th day of September, 1979, before me, a Notary Public in and for said County, personally came the above named Carol J. Baker, Julann Hall, Phyllis S. Fried, Rose Schik and George D. Walsh, who are personally known to me to be the identical persons whose names are affixed to the foregoing, and they did acknowledge their execution of the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and official seal the date last aforesaid.

 GENERAL NOTARY - State of Nebraska
MARJORIE JAMES
My Comm. Exp. July 21, 1983

Marjorie James
Notary Public

C HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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Handwritten signature

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