

PROTECTIVE COVENANTS

The undersigned TED REEDER and BERNARD REEDER, hereinafter referred to as "Developers", being the owners of all of the following described property located in Douglas County, Nebraska, to-wit:

Lots Three (3) through Fifty-Seven (57), inclusive, Georgetowne Replat II, subdivision as surveyed, platted and recorded in Douglas County, Nebraska,

do 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 hereof.

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, 2001, 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 and 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 way be construed as placing any liability or obligation for its enforcement upon the undersigned Developers or others.

Each of the provisions hereof is several and separable.

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

2. All said lots described herein shall be known and described as residential lots. All dwellings or residential lots shall be single family dwellings, with a minimum of a double (2) car garage either attached or built-in but not detached from a residential structure and shall comply with the square footage requirements of Paragraph 7 of these Covenants. No structure shall be erected, altered, placed or permitted to remain that exceeds 2 and 1/2 stories in height.
3. No residence, building, fence, wall, signboard, tower, antenna or other structure shall be started, altered, or placed on any building plot or structure 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 Developers or the committee appointed by the undersigned Developers. One copy of all documents submitted shall be retained by Developers.
4. No structure built outside this subdivision except approved new modular structures shall be moved onto the lots of this subdivision without the expressed written consent of the undersigned Developers.
5. No noxious or offensive trade or activity shall be carried on or upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
6. 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 from the undersigned Developers 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 of the garage.

7. Dwellings shall be restricted to the following minimum areas of square footage for floors above grade, exclusive of garages, porches, breezeways and basements, whether finished or not and are as follows: to-wit;

- | | |
|---|---|
| A. One-story (ranch or split entry) with
2 car attached garage | 1100 square feet |
| B. One-story (ranch or split entry)
with built-in garage | 1300 square feet |
| C. One and one-half story with attached
garage total
(i). Main level
(ii). Upper level | 1500 square feet
1000 square feet
500 square feet |
| D. Two-story with attached garage total
(i). Main level | 1900 square feet
1000 square feet |
| E. Multi-level, finished above
exterior grade total
(i). Kitchen, living and dining
room level, plus bedroom and
bathroom level | 1700 square feet
1200 square feet |

8. 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. 227 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, a five (5) foot and ten (10) foot strip adjoining the rear boundary lines of interior and exterior lots, respectively, which ten (10) foot easement shall be reduced to five (5) foot easement upon the platting of land adjacent to said exterior lots in said addition to 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.

9. 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.

10. 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. All lots shall be kept free of all types of trash and debris.

11. 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 6), 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.

12. Except standard size "for sale" signs, 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 Developers.

13. Public concrete sidewalks four (4) feet wide shall be constructed by the owner of each of said lots. The sidewalks shall be constructed and completed by the then owner at the time of completion of the main residential structure and shall be located four (4) feet back of the curb-line. Owners of corner lots shall construct sidewalks along each street side of the lot.

14. Each of the items as listed hereinafter shall be complied with as follows:

Fences - All fences must be approved by the undersigned Developers in writing in regard to heights, materials and locations.

Lots - No lots shall be split or subdivided in such a manner that would result in an increase in the number of building sites.

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

Driveways - All driveways must be concrete.

Sod - All front and side yards shall be sodded and the rear yard shall be sodded or seed planted as soon after the residential structure is built as is practicable. No lot shall be permitted to allow soil erosion from the lot into the streets.

Dwellings - All dwellings shall be of the earth tone colors. The front elevations of foundations must be covered with stone or brick veneer. Lots 3, 17, 18, 21, 30 & 57 shall have covered foundations on street (side) elevation with same material as used on front elevation. All structural exteriors shall be maintained in conformity and harmony with the exteriors of the existing structures in the subdivision.

Dated this 8th day of July, 1981.


DEVELOPERS,


Ted Reeder


Bernard Reeder

STATE OF NEBRASKA)
)
 COUNTY OF DOUGLAS)
 SS.

On this 9th day of July, 1981, before me, a Notary Public in and for said State and County, personally came TED REEDER and BERNARD REEDER to me known to be the identical persons who executed the foregoing instrument and they acknowledged the execution thereof to be their voluntary act and deed.

 GENERAL NOTARY - State of Nebraska
BARBARA ST. ARMSTRONG
 My Comm. Exp. July 28, 1981

Barbara St. Armstrong
 Notary Public

My Commission Expires: July 29, 1981

RATIFICATION OF COVENANTS

The undersigned being owners of the Lots located in Georgetown Replat II, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska as specifically designated hereinafter and which are not owned by the above-described Developers are as follows: to-wit,

- Steven M. & Laura M. Ousley Lot 8
- Carlson Stapler & Shipper Supply, Inc. Lot 11
- Omaha Plumbing, Inc. Lot 13
- AAA Building Components, Inc. Lot 16 & 17
- Marquis Construction, Inc. Lot 18, 19, 44 & 47
- W. John & Bonnie R. Seigel Lot 22
- Wain I. & Karen D. Wischer Lot 24
- Joseph F. & Vita M. Palermo Lot 27
- Donald H. & Alta G. Houghton Lot 37
- Jack K. Harvey Lot 40 & 41
- Richard J. & Renee L. O'Brien Lot 54

The aforementioned hereby ratify, confirm, consent and agree that the above-described covenants shall run with the aforementioned real property and be binding on all present and future owners thereof.


Dated this _____ day of _____, 1981.

POOR INSTRUMENT FILED

Steven M. Ousley
Steven M. Ousley
Laura M. Ousley
Laura M. Ousley

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 29th day of July, 1981, before me, a Notary Public in and for said State and County, personally came STEVEN M. OUSLEY and LAURA M. OUSLEY to me known to be the identical persons who executed the foregoing instrument and they acknowledged the execution thereof to be their voluntary act and deed.

 GENERAL NOTARY - State of Nebraska
BARBARA R. ARMSTRONG
My Comm. Exp. July 25, 1981

Barbara R. Armstrong
Notary Public

My Commission Expires: July 29, 1981


CARLSON STAPLER & SHIPPER SUPPLY, INC.,

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

BY Donald J. Decker
D. J. Decker

Before me, Notary Public, in and for said County, State, personally came Carlson Stapler & Shipper Supply, Inc. (title) of Carlson Stapler & Shipper Supply, Inc., known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of the said corporation.

July 29, 1981. WITNESS my hand and Notarial Seal this 29th day of

 GENERAL NOTARY - State of Nebraska
BARBARA R. ARMSTRONG
My Comm. Exp. July 25, 1981

Barbara R. Armstrong
NOTARY PUBLIC

OMAHA PLUMBING, INC.,

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

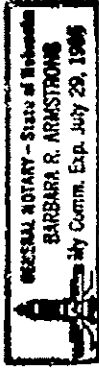
BY Donald J. Decker
D. J. Decker

Before me, Notary Public, in and for said County, State, personally came Cynthia C. Thompson

POOR INSTRUMENT FILED

(title) of Omaha Plumbing, Inc., known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of the said corporation.

WITNESS my hand and Notarial Seal this 12th day of August, 1981.



Barbara R. Armstrong
Notary Public

AAA BUILDING COMPONENTS, INC.

By Joh. Kozymanski Jr.
V.P.

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

Before me, Notary Public, in and for said County, State, personally came John Kozymanski, Jr., (title) of AAA Building Components, Inc., known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of the said corporation.

WITNESS my hand and Notarial Seal this 7th day of August, 1981.



Barbara R. Armstrong
Notary Public

MARQUIS CONSTRUCTION, INC.

By Bernard Reeder

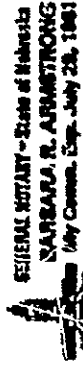
Bernard Reeder, President

POOR INSTRUMENT FILED

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

Before me, Notary Public, in and for said County, State, personally came Bernard Reeder, President (title) of Marquis Construction, Inc., known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of the said corporation.

WITNESS my hand and Notarial Seal this 22nd day of August, 1981.



Barbara R. Armstrong
Notary Public

W. John Seigel
W. John Seigel

Bonnie R. Seigel
Bonnie R. Seigel

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 16th day of August, 1981, before me, a Notary Public in and for said State and County, personally came W. JOHN SEIGEL and BONNIE R. SEIGEL to me known to be the identical persons who executed the foregoing instrument and they acknowledged the execution thereof to be their voluntary act and deed.



Barbara R. Comstock
Notary Public

My Commission Expires:

FOR INSTRUMENT FILE

Wain L. Wischer
Wain L. Wischer

Karen D. Wischer
Karen D. Wischer

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this day of , 1981, before me, a Notary Public in and for said State and County, personally came WAIN L. WISCHER and KAREN D. WISCHER to me known to be the identical persons who executed the foregoing instrument and they acknowledged the execution thereof to be their voluntary act and deed.

Notary Public
Notary Public

My Commission Expires:

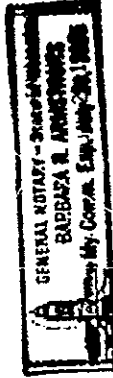
Joseph F. Palermo
Joseph F. Palermo

Vita M. Palermo
Vita M. Palermo

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 16th day of August, 1981, before me, a Notary Public in and for said State and County, personally came

JOSEPH F. PALERMO and VITA M. PALERMO to me known to be the identical persons who executed the foregoing instrument and they acknowledged the execution thereof to be their voluntary act and deed.



Barbara R. Armstrong
Notary Public

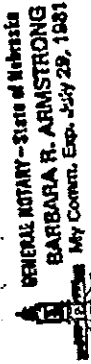
My Commission Expires:

Donald H. Houghton
Donald H. Houghton

Alta G. Houghton
Alta G. Houghton

STATE OF NEBRASKA) ss.
COUNTY OF DOUGLAS)

On this *second* day of *July*, 1981, before me, a Notary Public in and for said State and County, personally came DONALD G. HOUGHTON and ALTA G. HOUGHTON to me known to be the identical persons who executed the foregoing instrument and they acknowledged the execution thereof to be their voluntary act and deed.



Barbara R. Armstrong
Notary Public

My Commission Expires: *July 29, 1981*

Jack K. Harvey
Jack K. Harvey

STATE OF NEBRASKA) ss.
COUNTY OF DOUGLAS)

On this day of Notary Public in and for said State and County, personally came JACK K. HARVEY to me known to be the identical person who executed the foregoing instrument and he acknowledged the execution thereof to be his voluntary act and deed.

Jack K. Harvey
Notary Public

My Commission Expires:


POOR INSTRUMENT FILED

Richard J. O'Brien
Richard J. O'Brien

Renee L. O'Brien
Renee L. O'Brien

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24th day of July, 1981, before me, a Notary Public in and for said State and County, personally came RICHARD J. O'BRIEN and RENEE L. O'BRIEN to me known to be the identical persons who executed the foregoing instrument and they acknowledged the execution thereof to be their voluntary act and deed.

 GENERAL NOTARY - State of Nebraska
BARBARA R. ARMSTRONG
My Comm. Exp. July 22, 1981

Barbara R. Armstrong
Notary Public

My Commission Expires:

FOR INSTRUMENT FILED

Book 692
Page 393
of Misc.
Fee 46.75
Index
Comped
87-737 etc

C HAROLD OSTER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

1981 JUL -6 AM 11: 21

-TT-

RECEIVED

62 Misc