

92-03518

FILED SARPY CO. NE.
INSTRUMENT NUMBER
92-03518

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Carol A. Davis
REGISTER OF DEEDS

Proof	<u>S.</u>
D.E.	<u>W.</u>
Verify	<u>W.</u>
Filmed	_____
Checked	_____
Fee \$	<u>38.50</u>

GREEN ACRES ESTATE REPLAT
PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of lots 1-17 of Green Acres Estates, legally described as:

Replat

Said Subdivision to be known as Green Acres Estates Replat (Lots 1 through 17, inclusive) being a replatting of Lots 1 through 10, inclusive, Green Acres Estates, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, AND Hilltop Drive abutting lots 9 and 10, and also part of the East Half of the Northeast Quarter of Section 6, Township 13 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, the entire tract described as follows: Beginning at the southeast corner of Lot 10, Green Acres Estates; Thence South 89°54'07" West (assumed bearings) for 1284.10 feet along the south line of the said E 1/2 of the NE 1/4 of Section 6 to the southwest corner thereof; thence North 00°07'16" West for 2063.88 feet along the west line of the said E 1/2 of the NE 1/4 of Section 6; thence South 89°37'16" East for 719.93 feet to the west corner of the right of way of Bethel Boulevard; thence South 58°59'21" East for 50.00 feet to the south corner of the right of way of Bethel Boulevard; thence along a curve to the right (having a radius of 304.24 feet and a long chord bearing North 60°32'06" East for 298.99 feet) for an arc length of 312.55 feet along the south right of way line of Bethel Boulevard; thence South 89°59'52" East for 264.98 feet along the south right of way line of Bethel Boulevard to the northeast corner of Lot 1, Green Acres Estates; thence South 00°00'38" East for 2178.21 feet to the Point of Beginning. Contains 61.99 acres.

If the present or future owners of any of said lots or their grantees, heirs, 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 doing or to recover damages or other dues for such violation.

Invalidation of any 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.

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- A. No noxious or offensive trade or activity shall be carried on upon any plat nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All tax lots shall be kept free of trash and debris and weeds shall be kept cut to a height of no more than twelve inches above the ground.
- B. No trailers, basement, tent, shack, garage, barn or other out building erected on said real estate 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, and before any building shall be occupied as a residence, the entire building must be substantially completed and the exterior must be fully completed.
- C. No building shall be located on any tax lot nearer than fifty (50) feet to the front or twenty-five (25) feet from the rear lot lines or any side street.
- D. A perpetual easement and license is hereby granted for a perpetual 10-foot-wide drainage easement abutting all lots lines along Hilltop Drive, 196th Street, and Bethel Boulevard and a perpetual easement to the Omaha Public Power District, U.S. West Communications, Peoples Natural Gas Company, and any company which has been granted a franchise to provide a Cable Television System in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, crossarms, downguys and anchors, cables, conduits, natural gas mains, and other related facilities; and to extend thereon pipes for the transmission of natural gas and 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, including signals provided by a cable television system and the reception thereon, over, through, under and across a fifteen (15) foot wide strip of land abutting all exterior lot lines and abutting all lot lines along dedicated streets and an eight (8) foot wide strip of land abutting all interior side and rear lot lines. 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.
- E. The owner of each property shall be responsible for the upkeep and maintenance of said property prior to and after building completion. Should the owner of the property not keep the area clear of debris and mowed prior to the construction of the residence completion, the original Declarant, and his successors and assigns, may, at his option, mow and maintain the property at the rate of \$35.00 per hour with the total charge not to

exceed \$600.00 per year. The owner shall take whatever steps are necessary to control noxious weeds on his property, and shall maintain necessary ground cover in order to prevent erosion.

- F. Not less than two (2) ornamental or deciduous shade trees must be planted on each property within six (6) months after completion of the home, and thereafter maintained in good growing condition, and replaced as necessary.
- G. Recreation-type vehicles, trailers, campers, boats, trucks, tractors, equipment, or machinery must be parked or stored in an enclosed structure or sheltered from view of the general public.
- H. The following prohibitions shall be observed on all lots:
 - 1. No dwelling constructed on another addition or location shall be moved to any lot.
 - 2. No fuel tanks on the outside of any house shall be exposed to view.
 - 3. No garage or other out building shall be erected on any lot for dwelling purposes before the residence thereon is constructed.
 - 4. All accessory buildings shall be colored metal, brick, wood and/or cedar siding and kept painted. If used for the shelter of animals shall not exceed the necessary size for such shelter and the design for such accessory buildings shall be harmonious and compatible with both the area and with the main structure. Only two (2) accessory buildings will be allowed per lot and their maximum height will be eighteen (18) feet and will not be larger than 1,500 square feet each.
 - 5. 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 parking of cars, truck, equipment or other machinery shall be likewise prohibited for any period of longer than 30 days.
 - 6. Any and all animals or livestock maintained on the premises shall be kept in accordance with the requirements of the City of Gretna, Nebraska. All structures used for the housing and maintenance of animals or livestock, and any areas where animals or livestock are maintained or kept shall be maintained at all times in a neat, clean and orderly manner by the owner of said property. Birds, poultry, cats or dogs may be kept, provided

they are not raised, bred or maintained for any commercial purpose. Hoofed animals may be kept on the premise, but not to exceed one animal per acre. No hogs shall be permitted.

7. All structures shall comply with the City of Gretna zoning regulations.
8. The minimum dwelling sizes for the residence building on the property shall be as follows:
 - A) For a ranch style (one level) or split entry home, the ground floor (or main level) shall contain not less than 1,500 square feet or finished living area.
 - B) For a split-level, tri-level, or multi-level home, top three levels shall contain a total of not less than 2,000 square feet of finished living area.
 - C) For a one and one-half (1 1/2) story or two (2) story home, the ground floor (first floor) shall contain not less than 1,200 square feet of finished living area, and the total finished living area for the first and second floors shall contain not less than 2,000 square feet.
 - D) All dwellings shall have an enclosed garage of not less than 400 square feet and each to have a minimum of two stalls, with each stall being constructed as to allow ease of ingress and egress of a standard size automobile into each stall simultaneously. If no garage is built onto or under the dwelling then the detached garage becomes one of the accessory buildings and must be completed within one year after the footings are poured for the dwelling. No building shall be constructed between the front dwelling line and the front property line. All set backs may be relaxed at the sole discretion of the undersigned.
9. All lots shall be used for single family dwelling exclusively.
10. There shall be an initial committee appointed of the developer(s) and there successors and after the initial years of 1992 and 1993, said committee shall consist of three property owners elected in January of each year. The election of the members of the committee shall be made by each lot with each lot being entitled to one vote. The top three

persons receiving votes shall be members of the committee. In the event less than three members are elected, two persons serving on the committee shall be sufficient. The committee shall be responsible for the maintenance of all roads in the subdivision. A fee, per lot, per annum, will be assessed accordingly as required for the maintenance of all roads in the subdivision. In the event a fee becomes delinquent, the same will be a lien upon the assessed lot. Fees shall be due and owing within fifteen (15) days after notice of the assessment is mailed to the owner of each lot.

General Provisions:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of twenty-five years from the date these covenants are recorded, unless an instrument signed by 80% of the then owners of the tax lots has been recorded, agreeing to change said covenants in whole or in part, after which time said covenants shall be automatically extended for successive periods of ten years. Each lot shall represent one vote in recording covenants' modifications.
2. For a period of 25 years from the date of the recording of this agreement, no building shall be erected, constructed, altered, placed or permitted to remain on any tax lot herein described until the plans and specifications have been approved in writing by Paul S. McCune, or his assigns, including any plans for drainage or change of terrain.
3. Enforcement shall be proceedings at law, or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.
4. 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.

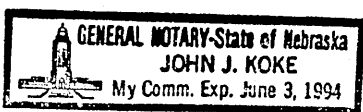
DATED this 20th day of February, 1992.

BY: Paul S. McCune
PAUL S. MCCUNE

Susan J. McCune
SUSAN J. MCCUNE

STATE OF NEBRASKA)
COUNTY OF Sage) ss.

On this 20th day of February, 1992, before me, the undersigned, a Notary Public, in and for said county and state, personally appeared Paul S. McCune and Susan J. McCune and they acknowledged the execution of the above and foregoing instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.



John J. Koke
NOTARY PUBLIC

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