

PROTECTIVE COVENANTS

These Protective Covenants are to run with the land and shall be binding upon all present and future owners of all or any part of the following-described real estate until the year 2000, unless renewed for a further period by a majority vote of 75% of the owners of record:

Lots 1-81, inclusive, LeBeau West, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

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 Protective Covenants, it shall be lawful for the other person or persons owning any part of said real estate or any person(s) owning any lot in LeBeau West subdivision in Douglas County, Nebraska, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violation. Nothing contained in this instrument shall in any way be construed as imposing any liability or obligation for its enforcement upon the undersigned.

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

1. Said lots shall be used only for single-family purposes or for public park, school, church or nonprofit recreational uses.
2. No structures shall be erected, altered, placed or permitted to remain on any residential building plot as hereinafter defined other than one single-family dwelling, a private attached garage, and attached breezeways, or a structure used for the purposes in Paragraph 1, above.
3. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No fences shall be erected in front of the main residential structure and all weeds and grass shall be cut down to a maximum height of 12 inches above ground level. All lots shall be kept free of all types of trash and debris. No animals of any kind except household pets may be kept on any lot, provided they are not kept, bred, or maintained for any commercial purpose and are confined to the owner's lot or by lease to the owner's person.
4. No trailer, 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. No structure shall be occupied as a residence until all exterior construction is fully completed according to approved plans.
5. Each single-family dwelling shall provide an enclosed garage for at least one car, either attached or built-in or basement type.
6. All structures must have 1000 square feet of finished living area, exclusive of open porches, breezeways, and garages.

- 7. The outside foundation walls must enclose a ground area of not less than 800 square feet.
- 8. All structures must have a minimum of 20 square feet of brick or stone on front elevation.
- 9. Public concrete sidewalks four feet wide by four inches thick shall be constructed by the 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.
- 10. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and Omaha Public Power District, their successors and assigns, 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 rear and side boundary lines of said lots; said license being granted for the use and benefit of all present and future owners of said lots.
- 11. Prefabricated structures and structures moved from other locations shall not be permitted except that new factory housing may be utilized provided that the plans and specifications therefor have been approved by the undersigned developer.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has caused these covenants to be duly executed this 19th day of February, 1979.

LE BEAU WEST, INC.

By: *[Signature]*
President

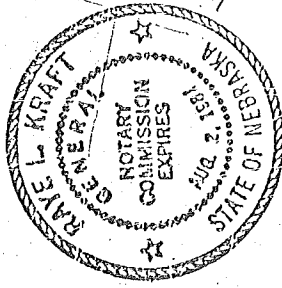
Attest: *[Signature]*
Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the day and year last above written, before me, the undersigned a Notary Public in and for said County, personally came Donald J. Sudbeck, President of LeBeau West, ~~XXXXXXXXXXXX~~ ~~XXXX~~, to me personally known to be the President and the identical person whose name is affixed to the above Protective Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and voluntary act and deed of said corporation and of said limited partnership, and that the corporate seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha, in said County the day and year last above written.

[Signature]
Notary Public



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