

49. 564

PROTECTIVE COVENANTS

The undersigned, hereinafter sometimes referred to as "subdivider", being all of the owners of the following described real estate located in Sarpy County, Nebraska, to-wit:

Lots 1 through 54, inclusive, The Meadows Replat VII, a Replat of Lots 17 through 104, inclusive, in The Meadows Replat III, a Subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

Lots 1 through 52, inclusive, The Meadows Replat VIII, a Replat of all of Lots 1 through 50, inclusive, all of Lots 56 through 80, inclusive, part of Lots 81, 82, 83 and all of Lots 84 through 91, inclusive, in The Meadows Replat II, a Subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

FILED FOR RECORD 7-1-76 AT 4:15p M. IN BOOK 49 OF Trid. 1p. 41.50
PAGE 364 Carl L. Hebbel REGISTER OF DEEDS, SARPY COUNTY, NEB.

do hereby state, publish and declare that said real estate be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements:

1. All lots described herein shall be known, described and used solely as residential lots and no structures shall be erected on any residential lots other than single-family dwellings, not to exceed two stories in height, excepting only public and parochial schools and publicly-owned and operated buildings and facilities, such as community centers, auditoriums, libraries, museums and fire stations.

2. No residential lot shall be resubdivided into a building plot of less than 5,000 square feet of area or a width of less than 50 feet at the building line and any resubdivided lot shall be limited to a one-family dwelling.

3. The owner of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris and tended in such a way that their appearance is not objectionable to the surroundings. Should the owner fail to maintain the premises, the subdivider, so long as he retains an interest in this addition, shall have the right to enter upon the premises for the purpose of cutting and destroying weeds and undergrowth.

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4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in this addition shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be built or used as a residence. No trailer, recreational vehicle, mobile home or unlicensed vehicle of any type shall be permitted to be placed or parked on any portion of any lot.

5. Exterior surfaces of dwellings shall be colored or painted in subdued earth tones in harmony with the surrounding residential neighborhood.

6. No exterior television or radio antennas shall be permitted to be attached to any dwelling.

7. No signs shall be permitted other than for sale or rent signs, with a maximum size being 24 inches by 36 inches.

8. Any dwelling shall be completed on the exterior at least within six months after commencement of construction of any building or structure of any type. All buildings shall be finished and painted or stained on the outside, unless they are constructed of stone or brick.

9. No noxious or offensive or annoying activity shall be conducted on any lot, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood.

10. No part of any lot or any improvement erected thereon shall be used for the raising of poultry, housing of cows, horses, nor shall any livestock be quartered, except for the keeping of domesticated pets such as cats, dogs and household birds, provided they are not kept, bred or maintained for commercial purposes.

11. No purchaser, owner, or occupant of any of the said lots in this addition shall make or authorize to be made any cuts in the streets for the purpose of making connection with any facilities for utilities or for any other purpose except where approval in writing has been granted by the subdivider or his agent, successor, heir or assigns.

12. No residential structure placed on any lot shall be constructed with less than 900 square feet of finished living area, exclusive of porches, basements and garages. In addition, prior to December 31, 1978, no residential structure placed on any lot shall be constructed with less than 1,000 square feet of finished living area, exclusive of porches, basements and garages.

13. No structure may be erected unless provision is made for a minimum of two off-street parking spaces for each dwelling and one attached or in the basement garage unit for each dwelling. Each dwelling unit shall have a paved driveway extending between the street and garage of not less than ten feet in width. Sidewalks of concrete material shall be built in front of each dwelling within the dedicated right-of-way adjacent to curb line and shall be completed on or before a Certificate of Occupancy is issued by Sarpy County Building Inspectors.

14. No fences, walls, trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view of street intersections sufficient for the safety of pedestrians and vehicles. No fences shall be erected forward of the front building line of the main residential structure on any lot.

15. No unused building material, junk or rubbish shall be left exposed on any of said lots, except during actual building operations. No worn-out or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot in the subdivision and no portion thereof shall be used for automobiles, junk piles or storage of any kind or junk or waste material.

16. These covenants shall run with the land and be binding upon all persons for a period of thirty-five (35) years from the date hereof.

17. Enforcement shall be by 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.

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The right to enforce these covenants is hereby specifically given to any owner of property located within The Meadows subdivision, including, but not limited to, any "Owner" of any of the "Properties" described in Article I, Section 3 of Part B of the Second Amended Declaration and Release, dated May 27, 1976, and recorded in Book 49 of the Miscellaneous Records at Page 281, in the office of the Register of Deeds of Sarpy County, Nebraska.

18. Each dwelling constructed pursuant to these covenants shall have a basement equal in size to the main floor area of the dwelling. For the purpose of this paragraph, however, the term "basement" shall include garages of "garage-under" dwellings. Also for the purposes of this paragraph, the term "main floor" shall not include dwelling areas devoted to cantilever overhangs or slab on grade additions to main dwellings whether such additions are built concurrent in time with the main dwelling or at a later date. It is the purpose and intent of this paragraph to forbid construction of dwelling houses partially with full basement areas and partially with "crawl spaces".

19. Each of the provisions hereof is severable and separable, and invalidation of any such covenants by judgment or court order shall not affect any other of the provisions hereof which shall remain in full force and effect.

20. The provisions hereof shall bind and inure to the benefit of the undersigned, their heirs, successors and assigns, and to their grantees, both immediate and remote, and their heirs, devisees, personal representatives, successors, assigns and grantees. These covenants shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots.

21. Nothing contained in this instrument shall in any way be construed as imposing upon the undersigned or any future owner of property herein any liability, obligation or requirement to enforce these covenants.

McMURDO'S DEVELOPMENT CO.
CORPORATE
SEAL

President

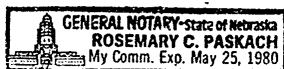
By

VILL T PRES

On this 1st day of July, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOEL M. KATLEMAN, president of Meadows Development Company, and David D. Ratz Vice President of Galaxy Construction Co., to me known to be the persons named in and who executed the foregoing Agreement and acknowledged that they executed the same as their voluntary act and deed.

Notary Public

My commission expires



CASPER CONSTRUCTION
CORPORATION
SEAL