

88-01703

RESTRICTIVE COVENANTS

OF

MERRILL MISSION ESTATES NO. 2

These covenants contained herein are declared to run with the land and shall be binding upon the present and future owners of all or any part of the following described real estate:

Lots Eleven (11) through Sixteen (16), inclusive, in Merrill Mission Estates No. 2, located in the Northwest Quarter of Section 30, Township 13 North, Range 13 East, Sarpy County, Nebraska.

If 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 so 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, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

It is the intention of the undersigned that all buildings will be erected so that as little of the natural surrounding, specifically trees, shall be removed or altered during the course of construction.

1. All lots shall be used only for family residential purposes. Any building erected on any lot will comply with the following space limits:

Maximum height of building:	35 feet
Minimum front yard:	25 feet
Minimum rear yard:	25 feet
Minimum side yard:	15 feet
Minimum side yard for corner lot:	20 feet
Maximum ground coverage including accessory buildings:	35%

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REGISTRAR OF DEEDS

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Minimum floor space by configuration:

- Ranch: 1500 square feet on main level and a minimum of 800 square feet of basement, or 1800 square feet on main level without basement
- Multi-level: 1800 square feet, excluding basement
- Two-story: 1000 square feet - main level  
800 square feet - upper level

2. A five foot easement across and along the rear and side boundary lines of each of said lots is hereby reserved for the construction, maintenance, operation, and repair of gas, electric, telephone and water facilities, together with an easement over the sixty-six (66') foot access roadway for the installation and maintenance of all other utilities.

3. All vacant lots shall be maintained in such a way that their appearance will not be objectionable. In this regard, no dumping will be allowed on any vacant lot.

4. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No posters or advertising signs of any kind except residential "For Sale" signs will be allowed. All plots shall be kept free of all types of weeds, trash, and debris.

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 or parking of cars, trucks, equipment, or other machinery for storage shall likewise be prohibited.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding 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. In addition, no outbuildings of any kind or type shall be erected until approved by the appointed building committee.

7. For the protection and safety of those living in Merrill Mission Estates No. 2 there shall be no discharging of firearms upon any of the property herein described.

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8. Grading of lots in preparation for construction or buildings shall be kept to a minimum and the natural contours of the land shall be preserved whenever feasible.

9. Construction of the main residential structure on any lot shall be completed within one year from the date of commencing. In the event that such construction is not completed, such non-compliance shall be a violation of these covenants, and subject to enforcement.

10. Nothing contained in this instrument shall in any way be construed as imposing on the undersigned any liability, obligation, or requirement for its enforcement.

11. No structure, residential or an accessory building, shall be erected on any lot until the owner of said lot has obtained approval of the building plan and site plan and location of said building on the lot from the signers of these covenants, their heirs, assigns, or an approving building committee appointed by the signers of these covenants.

12. Only household pets shall be kept on the property herein described. In addition, each residence shall be allowed to keep one equine per acre.

13. The location or placement of any outside antenna for the reception of radio or television signals without the express approval of the signers of these covenants, their heirs, assigns, or an approved building committee appointed by the signers of these covenants.

14. There shall be no fences erected within the front yard without the prior approval of the signers of these covenants, their heirs, assigns, or an approving building committee appointed by the signers of these covenants. The use of barbed wire for fence shall be prohibited.

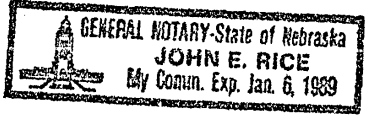
15. All of the residents and owners of lots shall be subject to posted load limits for vehicle and construction equipment traffic. The determination of the appropriate load limits shall be the responsibility of the Sanitary and Improvement District Board of Trustees, unless assigned to an appropriate homeowners association.

*James E. Boyd*  
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JAMES E. BOYD  
*Inez M. Boyd*  
\_\_\_\_\_  
INEZ M. BOYD

STATE OF NEBRASKA )  
                          ) SS:  
COUNTY OF SARPY )

Before me, a Notary Public qualified for said county, personally came JAMES E. BOYD and INEZ M. BOYD, husband and wife, 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.

Witness my hand and notarial seal on February 10, 1988.



John E Rice  
Notary Public