

DECLARATIONS OF COVENANTS AND RESTRICTIONS

This Declaration, made this 5th day of July, 1977, by Avon R. Murray and Velma Rose Murray, husband and wife, hereinafter referred to as "Owners" and "Developers" of "Murray's Rusty Rose Ranchettes", a sub-division in Sarpy County, Nebraska, as surveyed, platted and recorded, be conveyed and used under and subject to the following covenants, conditions, restrictions and easements and known as "Agricultural Residential District Lots.

Whereas, the Owners and Developers desire to provide for the preservation of the values and amenities in said Community and for the benefit of said property and each owner thereof.

Now therefore, the Owners and Developers declare that the real property of the present or future Owners, Users, or Occupants, of any of the said lots 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 equity against the person or persons violating or attempting to violate any such covenant and either to prevent from so doing or to recover damages or other dues from such violations.

These Covenants are to run with the land and shall be binding on all present and future owners of all or any part of the real estate described, until July 6th, 2002 A.D., and will automatically be renewed for each 10 year period thereafter, unless altered by 75% of the then owners, lots 1 through 12 inclusive.

Lot shall mean and refer to any plot of land shown upon recorded subdivision plat.

Dwelling shall mean and refer to any building situated upon recorded lot and used for the occupancy as a residence by a single family.

Accessory building shall mean all other buildings located on the lot.

Invalidation of any of these Covenants by judgement or Court Order shall in no way effect any of the other provisions. These Covenants may not be modified, altered or waived without the written approval of at least 75% of the lot owners in the subdivision.

Except for such lot or lots, or part thereof as may from time to time be occupied or used for educational, recreational, religious, or other non-profit public purposes to the extent permitted by applicable zoning regulations and this declaration, no lot shall be occupied or used for such residential purposes at a density greater than a single family residence for each lot.

Prior to any construction or grading on any lot, the owner must first submit construction plans to the undersigned or their successors, and secure their written approval. The undersigned shall approve or disapprove plans within 30 days and give the reasons for disapproval. Developer has the right to physically set and adjust, both vertically and horizontally, all structures. Plans shall include site plans, showing location of dwelling and all structures. Said plans shall include exterior elevations, exterior materials, floor plans, foundation plans, plot plans, landscaping plans, drainage plans, and site plans; plans, specifications, diagram and location of the septic tank, leaching field and water well. No concrete blocks shall be exposed on the front of any dwelling. All fences shall show their location, type and materials to be used and height. Plans will not be returned to the owners.

Construction on or improvements to any lot shall be subject to the following restrictions;

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The ground floor area of each dwelling shall contain not less than 1200 square feet of finished living space (exclusive of porches & breezeways) and the foundation walls, (exclusive of porches & breezeways) must enclose a ground area of not less than 1200 square feet. Dwellings shall not exceed two stories in height or more than 35 feet.

Dwelling minimum yards; front yard set back shall be 70 feet, except lots 5, 7, and 8 shall have a 100 foot minimum set back from "Murray Trail" Street on any yard and held to the minimum on the front and side yards, all other side yard set back to be 25 feet, minimum, and rear yard minimum to be 50 feet. Dwelling on lot 5 shall face 182nd Circle Street and the dwelling on lot 7 shall face 181st Circle Street.

Accessory buildings shall be constructed a minimum of 100 feet from the front lot line and behind the dwelling front and side yard set back when on an adjacent corner.

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 and all accessory buildings must be constructed to conform to the general appearance, composition and design of the dwelling. 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.

Each garage must have a driveway of Portland cement or asphalt and contain a minimum of 1,000 square feet, and be constructed at the same time the garage is built.

No accessory building shall be constructed closer than 15 feet to its rear or side lot line.

Only two accessory buildings will be allowed per lot and their maximum height will be 15 feet and will not be larger than 1200 square feet each.

With the exception of two chattels, whether they be boats, campers, tractors, trailers, or a combination thereof, which may be left unenclosed, all other chattels must be maintained in an enclosed structure. The two or fewer chattels shall be stored to the rear of the lot and behind the dwelling.

No automobile, truck, motorcycle or other vehicle shall be repaired, dismantled or stored on any lot except in an enclosed structure.

No advertising sign or other poster shall be maintained on any lot except that a sign belonging to a declarant as owner advertising his lot for sale, provided that said sign is not larger than 4 square feet, excepting also the subdivision signs, plaques, monuments, etc., placed on easement areas of lots 1 and 9.

No excess or unused building material or materials will be kept, or stored or otherwise maintained on any lot in a location within public view, other than for use, or uses connected and terminating with approved or permitted construction; no junk, rubbish, waste material, or other refuse will be abandoned, stored or otherwise be maintained on any lot.

All fuel tanks shall be hidden with a screen, hedge, etc., and must be behind the front and side set back of the dwelling.

No trailer, basement, excavation, tent, shack, garage, barn or other building erected, constructed or placed on any part of said lots, shall at any time be used as a residence temporarily or permanently.

The exterior construction of each and every structure must be completed within one year after the excavation for the footings.

Four trees must be planted on each lot within one year after the excavation for the dwelling footings, or before, and maintained in good growing condition, or replaced as necessary.

with the exception of horses controlled by applicable Agricultural Residential Lot zoning, and one dog and one cat of the customary household variety, no animals, livestock, birds, poultry, may be bred, kept or maintained on any lot without the written consent of the developers. All animal shelters, etc., shall be located to the rear of the dwelling where possible.

On corner lots, said livestock shall be maintained no closer to the street than the dwelling set back on the adjoining lot, unless specifically waived by the developer. Any area where livestock is maintained or kept, shall be maintained at all times, in a neat, clean, and orderly manner. Manure in stables must be collected daily and placed in concrete or metal fly proof containers. All manure must be removed from the premises weekly. All fencing must be kept in good condition and not allowed to deteriorate or look shabby. The owner of each lot shall take all reasonable and necessary steps to insure adequate rodent control.

No ponds, surface lagoons, or water dam, will be permitted; nor any thing that will deter or change the naturalness of either creek.

Agriculture crops may be grown on lots but none that will exceed 3 feet in height (sweet corn in garden area for personal use is exempt).

A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors or assigns, and any other public or private utility companies, to erect and operate, maintain or repair, or replace any cable or wires or other electric and telephone utility facilities for carrying and transmission of electric current for light, heat and power and for all telephone, telegraph and message service over, under, through and upon a five (5) foot strip of land adjoining the side and rear lot boundary lines on all lots. No buildings to be built on any easement areas. Any other utility company that wants to use this easement for the further development of this subdivision may do so.

A natural gas main easement (Northern Natural Gas Co.) applies to lots 5, 6, 7, 8, 10, 11, and shall apply as recorded.

The developers reserve a perpetual easement of 25 feet by 25 feet by 35½ feet across the South East corner of lot 1, and the same size area of ground across the North East corner of lot 9, and have the right to enter upon to install, maintain or remove any subdivision sign, plaques, monuments, etc., at their free will. Applicable lot owners must mow, maintain and keep the easement areas clean. Fence not to enclose easement.

No trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot as will interfere with the use or maintenance of any street or walk or the unobstructed view of the street intersections sufficient to the safety of pedestrians and vehicles. Owners will take what ever steps necessary to control noxious weeds and ground cover shall be maintained on all lots in order to prevent erosion and all dead trees and shrubery must be removed. All lots to be kept free from weeds and debris.

No wall or hedge higher than four feet shall be erected or maintained on any lot. This may be waived by the developer.

No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which maybe or becomes an annoyance or nuisance to the neighborhood.

None of the lots shall be used in whole or in part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eyes; nor shall any substance or materials be kept upon the land that will emit a foul or noxious odor, or cause any noise or will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property.

No dwelling or building constructed in another area and no prefabricated building may be moved onto any lot without prior written approval of the undersigned. A prefabricated dwelling must have at least 50% of its interior walls constructed of one half inch dry wall.

Trucks over one ton pick-up size shall not be permitted to be parked in driveways or on public streets. No outside TV or radio antennas may be erected on any lot without the prior written approval of the undersigned.

No water cooled air conditioning unit shall be operated or used in any dwelling unless operated in conjunction with a water conserving tower or device which has been approved in writing by the undersigned.

Nothing contained in this instrument shall in any way be construed as imposing upon the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions by the undersigned, except at the option of the undersigned.

A committee is to be appointed initially by the developers, or their successors, consisting of three property owners, one per lot, thereafter elected each year for a one year term by the owners of property owners, consisting of one vote per lot, who will be responsible for the maintenance of all roads in the subdivision. A minor fee, per lot, per annum, will be assessed accordingly as required for the maintenance of all roads in the subdivision. A delinquent fee can be a lien upon the indebted lot. Fees may be worked out by working on the roads as designated by the chair person of the committee. Proper bookkeeping must be maintained at all times and the fee collected to be kept in a bank or a place of equal security as directed by the committee. Developers will maintain the roads in the subdivision until October 1, 1978. Sarpy County has no obligation to maintain roads in the subdivision.

Signed this 5 day of July, 1977.

*Avon R. Murray*  
Avon R. Murray

*Velma Rose Murray*  
Velma Rose Murray  
Owners and Developers  
Husband and Wife

STATE OF NEBRASKA)  
                                  ) SS.  
COUNTY OF DOUGLAS)

On this 5 day of July, 1977, before me, the undersigned, a Notary Public, duly commissioned and qualified in said county, personally came AVON R. MURRAY and VELMA ROSE MURRAY, husband and wife to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

JAMES K. FRANCIS  
GENERAL NOTARY  
State of Nebraska  
My Commission Expires

*James K Francis*  
Notary Public