

PROTECTIVE COVENANTS

These Protective Covenants made this 14th day of March, 1973, 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 January 1, 2005:

All of Lots 1 through 301, inclusive, excepting Lots 81, 299, 300, and 301, of Pheasant Run, an addition to Douglas County, Nebraska.

1. 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 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 or other dues for such violation.

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

3. Said lot shall be used only for residential purposes except such lots, or portions thereof, as may hereinafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses.

4. No structures shall be erected, altered, placed or permitted to remain on any residential building plot as hereinafter defined, other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage, attached breezeways and other out buildings incidental to residential uses.

5. 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 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 6 inches above ground level. All lots shall be kept free of all types of trash and debris.

6. 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.

7. Prior to the commencement of construction of any structures, the plans and specifications, therefor (including elevations) shall be submitted to and approved in writing by the undersigned developer. The exposed front foundation walls of all main residential structures shall be constructed of or faced with brick or stone. In addition, no more than 8 inches of the poured or concrete block foundations on the side and rear elevations of each dwelling shall be exposed. That portion of the exposed concrete or poured foundations must be painted. Each dwelling shall have a 4 inch concrete driveway at least 18 feet in width.

8. For one story structures, the ground floor enclosed living area of the main residential structure, exclusive of open breezeways, basements and garages shall not be less than 1,100 square feet minimum size. For two story structures, the ground floor enclosed living area of the main residential structure, exclusive of open breezeways, basements and garages shall not be less than 700 square feet with a total living area of both stories not less than 1,200 square feet total minimum size. For each single family dwelling there also must be erected a private garage for not less than two cars with each stall to be a minimum size of 10 feet by 21 feet.

9. Structures constructed in other subdivisions shall not be moved onto the lots of this subdivision excepting only new factory built modular housing which has been specifically approved by the undersigned developer.

10. Public concrete sidewalks 4 feet wide by 4 inches thick shall be constructed by the then owner of each of said lots. Said sidewalk shall be constructed and completed by the then owner at the time of completion of the main residential structure and shall be located 4 feet back of the curb line. Owners of corner lots shall construct sidewalks along each street side of the lot.

11. 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, Sanitary and Improvement District No. 241 of Douglas County, Nebraska, and the City of Omaha, Douglas County, Nebraska, 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 in said additions; said license being granted for the use and benefit of all present

and future owners of lots in said addition, provided, however, that if the Grantees of said license and easement fail to install utility services within five years of the date of the signing of these covenants then such grant of license and easement shall be null and void as to those unoccupied areas.

IN WITNESS WHEREOF, the undersigned, being the owern of all of said real estate, has caused by these presence to be executed this 14th day of March, 1973.

PHEASANT RUN, INC., A Nebraska Corporation
BY [Signature]
President and Developer

MARQUIS CONSTRUCTION CO., INC.
BY [Signature]
President

BYRON REED COMPANY, INC.
BY [Signature]
Vice President

REEDER REALTY, INC.
BY [Signature]
President

DONALD H. BOHLMANN & MARLENE L. BOHLMANN
BY [Signature]
BY [Signature]

ARTHUR C. NICHOLS & INGRID H. NICHOLS
BY [Signature]
BY [Signature]

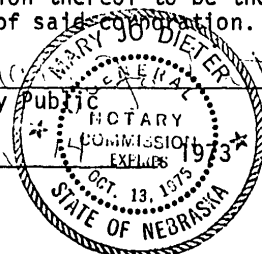
ATTEST:
[Signature]
Secretary - Pheasant Run, Inc.

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Now on this 14th day of March, 1973, before me, a Notary Public in and for said county, personally came Ted Reeder, President of Pheasant Run, Inc. and Gordon H. Miles, Secretary of Pheasant Run, Inc., Bernard Reeder, President of Marquis Construction Co., Inc., Robert Kaldahl, Vice President of Byron Reed Company, Inc., Ted Reeder, President of Reeder Realty, Inc., Donald H. Bohlmann and Marlene L. Bohlmann, Arthur C. Nichols and Ingrid H. Nichols to me personally known to be the identical persons who have executed the foregoing Protective Covenants and they acknowledged their execution thereof to be their voluntary act and deed and the voluntary act and deed of said corporation.

[Signature]
Notary Public

Witness my hand and notarial seal on [Signature]
My commission expires October 13, 1975



83.75
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
1973 AT 1:04 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS
20 DAY OF March