

PROTECTIVE COVENANTS

These Protective Covenants made this 12th day of July, 1978, 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:

Lots One (1) through One Hundred Twenty-Two (122) inclusive, in Pheasant Run Replat II, 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 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. Invalidation 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 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. 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.
8. Prior to any construction or grading on residential lots, the owner must first submit construction plans to the undersigned and secure his written approval thereof. Plans shall include site plans showing location of residence, other buildings and structures. Said plans shall include exterior elevations, exterior materials, floor plan, foundation plan, plot plan, landscaping plan, and drainage plan. Plans will not be returned to the owner. Within ten days after receipt of said plans, the undersigned shall either notify the owner in writing of its approval of plans or disapproval with reasons thereof, but if undersigned shall fail to send either notice within the ten day period, then such plans shall be deemed approved.
9. Public concrete sidewalks four (4) feet wide shall be constructed by the 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 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, 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 (5) 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 owner of all of said real estate, has caused by these presence to be executed this 12th day of July, 1978.

Charles G. Smith

Charles G. Smith

Nellie M. Smith

Nellie M. Smith

ATTEST:

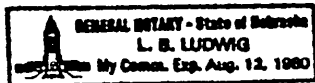
Marie Hurt

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

Now on this 12th day of July, 1978, before me, a Notary Public, duly commissioned in and for said County, personally came Charles G. Smith and Nellie M. Smith known to me to be the identical persons whose names are subscribed to the foregoing Protective Covenants, and they acknowledged the same to be their voluntary act and deed. Witness my hand and notarial seal the day and year last above written.

L. B. Ludwig

Notary Public



DOUGLAS COUNTY, NEBR.
REGISTER OF DEEDS

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