



1039 174 MISC



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INDEXING
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ADJECTS lots 526 - 676

0419 +26

PROTECTIVE COVENANTS

ALSO 650+651
NOW lots 162
Pine Creek
Reg 3

The undersigned, being the owner of the following described real estate, hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate:

The west one-half of the southeast 1/4 and the northeast 1/4 of the southeast 1/4, Section 27, Township 16 north, Range 11, east of the 6th P.M., Douglas County, Nebraska, except that part for roads.

hereafter referred to as "parcel".

If the present or future owners of any parcel of the land located within the aforementioned parcel 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 any person or if the owner be a corporation from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. These covenants may not be modified, altered or waived without the written approval of the owners of at least 70% of the aforementioned parcel.

1. The aforementioned parcel shall be used for agricultural purposes and may be divided into not less than 10.01 acre parcels and when so divided shall be used only for single family residential purposes. All accessory buildings shall be of wood and /or metal construction. Pole barns or metal accessory buildings are permitted provided such buildings shall be constructed only with material for roof and /or siding that has factory applied paint. Unpainted metal roofs or siding are prohibited. Open lean-tos are prohibited. Quanset huts are prohibited. The color of the accessory building shall be of an earth tone hue and shall be harmonious with the surrounding residences. Blueprints, plot plan, building materials and color of any accessory building must be approved in writing prior to commencement of construction, by the architectural committee appointed by the undersigned.

2. No noxious or offensive trade or activity shall be carried on upon any parcel nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

3. The owner of any portion of the aforementioned parcel shall be responsible for the upkeep and maintenance of said portion of the parcel prior to and after building completion. Should the owner of the parcel not keep the area

BILL BIRGE - 3120
5915 NO. 99 ST.
OMAHA, NE. 68134
PHONE 402-571-2847

clear of debris and mowed or cultivated prior to building completion, the original owners (the undersigned) shall mow and maintain the parcel at the expense of the owner of said parcel. The owner shall take what ever steps are necessary to control noxious weeds on that owner's parcel of property and shall maintain necessary ground cover in order to prevent erosion.

4. No trailer, basement, tent shack, garage, barn or other out building erected on said parcel shall at any time be used as a residence temporarily or permanently, nor shall any structure of any temporary character be used as a residence and before any building shall be occupied as a residence, the entire building must be substantially completed and the exterior must be fully completed. After commencement of construction of any residence or structure, said residence or structure must be completed within twelve (12) months thereafter. Prefabricated structures, modular structures, structures constructed at another location and moved onto said parcel, geodesic domes and earth shelters are prohibited. No fuel tanks on the outside of any house shall be exposed to view. No signs or billboards of any type or nature whatsoever shall be placed on or constructed or erected on any lot or portion thereof without the prior written approval of the undersigned.

5. Prior to any construction or grading on said parcel, the owner of the parcel must first submit construction plans for all buildings to be erected to the undersigned acting as the architectural committee or their assigns and secure said committee's written approval thereof. Plans shall include a site plan showing the location where each building is to be erected. Said plans shall include at least four (4) exterior elevations, exterior material, floor plan, foundation plan and plot plan. Plans will not be returned to the owner. Within thirty (30) days of receipt of said plans, the undersigned shall either notify the owner in writing of its approval of plans or disapproval with reasons therefore, but if the undersigned shall fail to send either notice within the thirty (30) day period, the such plans shall be deemed approved.

6. The minimum dwelling size for the residential structures on any parcel are as follows:

a. For a ranch style home (one level) or split entry home, the ground floor (or main level) shall contain not less than 1750 square feet of finished living area.

b. For a split-level, tri-level or multi-level home, the top 3 levels shall contain a total of not less than 2000 square feet of finished living area.

c. For a 1 1/2 story or 2 story home, the ground floor (first floor) shall contain not less than 1,100 square feet of finished living area and for 1st and 2nd floor together shall contain not less than 2,000 square feet.

The computation of living area shall be exclusive of porches, breezeways and garages. The maximum height for any building shall be 2 1/2 stories and all residences shall have a built-in, attached or unattached garage for not less than two cars. The front of all concrete or cement block foundations, if exposed, must be faced with brick or stone.

7. In the event the owner contemplates construction of a fence, such plans shall include the type of material to be used and the location of said fence. All fences constructed on the aforementioned parcel shall first have written approval of the architectural committee.

8. Recreational type vehicles, trailers campers, boats, trucks, tractors, equipment or machinery must be parked or stored behind the rear building line of any residence. None of the aforementioned parcel shall be used in whole or in part for the storage of any property or things that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or material be kept upon the land that will emit a foul or obnoxious odor, or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. All rubbish, trash and garbage shall be removed from the aforementioned parcel and shall not be burned by open fire, incinerator or otherwise on said parcel or any part thereof.

9. Any and all livestock maintained on the parcel shall be kept in accordance with the requirements of zoning in the City of Omaha. All structures used for the housing or maintenance of animals or livestock, and any areas where animals or livestock are maintained or kept shall be maintained at all times in a neat, clean and orderly manner by the owner of said parcel. The maintenance of swine of any type shall not be permitted upon any portion of the aforementioned parcel of real estate. Poultry, cats or dogs may be kept provided that they are not raised, bred or maintained for any commercial purpose. No dog kennels for commercial use shall be permitted.

10. No building shall be located on any parcel nearer than one hundred (100) feet from any boundary or lot line of said parcel; provided however, accessory buildings may be located within twenty-five (25) feet from the side or rear lot lines or parcel boundaries.

11. No original parcel may be reduced from its original size of 10.01 acres until the City of Omaha's zoning regulations allow issuance of building permits on lots of less than ten (10) acres.

12. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company and Metropolitan Utilities District, their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits and underground lines with the necessary supports, sustaining wires, crossarms, guys and anchors and other instrumentalities and to extend thereon wires for the

carrying and transmissions of electric current for light, heat and power and for all telephone and telegraph and message service over, under, and upon a five (5) foot strip of land adjoining the side boundary lines of said lots in said parcel, a sixteen (16) foot strip of land adjoining the rear boundary lines and a ten (10) foot strip adjoining the front; said license being granted for the use and benefit of all present and future owners of lots in said parcel.

14. General Provisions:

a. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the parcel has been recorded, agreeing to change said covenants in whole or in part.

b. For a period of ten (10) years from the date of the recording of this agreement, no building shall be erected, constructed, altered, placed or permitted to remain on any lot in said subdivision herein described until the plans and specifications have been approved in writing by the undersigned or their assigns.

c. 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.

d. Invalidation of any one 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.

RECEIVED

Dated this 26 day of Oct., 1992.

OCT 29 10 45 AM '92

William J. Birge
William J. Birge

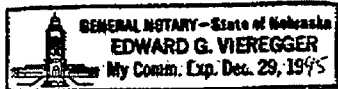
Constance L. Birge
Constance L. Birge

GEORGE J. DOGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

State of Nebraska)
County of Douglas) ss.

On this 26 day of October, 1992, before me, a Notary Public duly commissioned and qualified in said county and state, personally came William J. Birge and Constance L. Birge, to me know 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.



Ed Vieregger
Notary Public

CASE 28948-D OF 1039 & 27-16-11 01-60000
TYPE Mem PL 174-177
FEE 20.00 OF Mem COMP CP